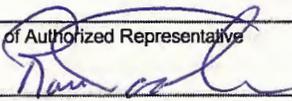
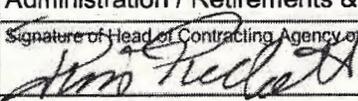


**STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)**

|   |  |   |                                       |
|---|--|---|---------------------------------------|
| 1. TOPS Contract Number<br>0090-02-13-013   | 2. DGS Solicitation Number<br>2012-0200-0879 | 3. Financial Coding<br>02800401             | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number<br>92-0130574  | 6. Project/Case Number                       | 7. Alaska Business License Number<br>738222 |                                       |
| <b>This contract is between the State of Alaska,</b>  |  |   |                                       |
| 8. Department of<br>Administration  |  | Division of<br>Retirements & Benefits       |                                       |
|   |  | hereafter the State, and                    |                                       |
| 9. Contractor<br>Applied Microsystems   |  | hereafter the Contractor.                   |                                       |
| Mailing Address<br>3909 Arctic Boulevard, Suite 201   | City<br>Anchorage                            | State<br>AK                                 | ZIP+4<br>99503                        |
| 10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.   |  |   |                                       |
| <b>ARTICLE 2. Performance of Service:</b>   |  |   |                                       |
| 2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.  |  |   |                                       |
| 2.2 Appendix B sets forth the liability and insurance provisions of this contract.  |  |   |                                       |
| 2.3 Appendix C sets forth the services to be performed by the contractor.   |  |   |                                       |
| <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>7/1/2013</u> and ends <u>6/30/2014</u> .   |  |   |                                       |
| <b>ARTICLE 4. Considerations:</b>   |  |   |                                       |
| 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the <b>Total Cost</b> shown on TOPS Cost Proposal #0090-02-13-1. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0090-02-13. |  |   |                                       |
| 4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under <b>Requesting Agency Information</b> on TOPS Request #0090-02-13.   |  |   |                                       |

11. **CERTIFICATION:** I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

|   |                 |   |                 |
|---|-----------------|---|-----------------|
| 12. <b>CONTRACTOR</b>   |                 | 13. <b>CONTRACTING AGENCY</b>   |                 |
|   |                 | Department/Division<br>Administration / Retirements & Benefits  |                 |
| Signature of Authorized Representative<br> | Date<br>6/26/13 | Signature of Head of Contracting Agency or Designee<br> | Date<br>6/29/13 |
| Typed or Printed Name of Authorized Representative<br>Ross Toole  |                 | Typed or Printed Name<br>Jim Puckett  |                 |
| Title<br>President  |                 | Title<br>Director, Division of Retirement and Benefits  |                 |

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## **APPENDIX A GENERAL PROVISIONS**

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in a signing this contract.

### **Article 2. Inspection and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3. Disputes.**

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

### **Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

### **Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

### **Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

### **Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Additional Terms and Conditions**

**Article 15. Limitation of Liability.**

Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages ) but in no event, shall exceed the greater of \$100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

**Article 16. Special Task Order Terms and Conditions.**

The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

**Article 17. Ownership of Intellectual Property.**

In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department prior to using materials covered by Article 10 outside of this agreement.

**Article 18. Warranties and Disclaimer.**

The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

## **APPENDIX B<sup>1</sup>**

### **INDEMNITY AND INSURANCE**

#### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

#### **Article 2. Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**APPENDIX C  
SCOPE OF WORK**

This contract incorporates the following documents by reference:

- **TOPS Request #0090-02-13;**
- **TOPS Response / Cost Proposal #0090-02-13-1.**

In case of conflict, the following order of precedence shall govern:

1. This contract document;
2. TOPS Request #0090-02-13;
3. TOPS Response / Cost Proposal #0090-02-13-1.

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):

## **Payment Schedule**

TOPS Contract 0090-02-13-013

All fees will be invoiced monthly for actual time spent performing the services under this contract.

**DVENDOR INFORMATION**

**Vendor Name:** Applied Microsystems, Inc.

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>By checking this box, I, Ross Toole for Applied Microsystems, represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.</b> |
|-------------------------------------|--|

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**GENERAL INSTRUCTIONS**

Vendors must use the template set out herein for submission of their response to a TOPS Request Form. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will cause your response to be rejected.

**Please list your experience in the following Categories: Project Approach, Risk Assessment, and Experience/Qualifications.**

**PROJECT APPROACH**

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the State's needs.

**Project Approach cannot exceed one page.**

**RISK ASSESSMENT**

Itemize potential **controllable** and **non-controllable** risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

**Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.**

**EXPERIENCE/QUALIFICATIONS**

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS Request Form. If applicable, please provide your responses to Special Expertise & Experience, and Special Considerations or Constraints areas. Your response may include prior experience, engagements, and/or past performances relative to the department needs and/or requirements as they pertain to the TOPS Request Form in these sections.

**Experience/Qualifications cannot exceed two pages.**

**PROJECT APPROACH****BEST VALUE PROCESS ONLY:** EVALUATOR NAME: Larry WalshSCORE: 10 5 0

Our approach to delivering the Oracle DBA and system administration services for the DRB Oracle infrastructure is to establish and deliver a defined service that will provide 24x7x365 monitoring of the production environment along with event remediation, regular periodic reviews and consulting services for assistance in the deployment and daily operations. This includes Oracle Real Application Clusters, Oracle Active Dataguard, and Oracle Enterprise Manager (12C Cloud Control) along with any other Oracle Infrastructure. To support the needs and requirements of AKDRB in for the daily management of these systems, we propose delivering the following key services:

Monitor the AKDRB Oracle infrastructure 24x7x365; Provide Database monitoring and management across all components; Leverage existing OEM grid control within the AKDRB environment; Use AKDRB Proposed Change Management processes and reporting tools; Provide availability and service continuity management; Provide patch management (both product and security); Provide performance and resource monitoring and optimization; Assist in Capacity Planning; and make recommendations based on current and projected sizing levels; Monitor and manage backup and restore processes; Provide Active Data Guard configuration management assistance; Maintain documentation on the Oracle system; Coordinate with Oracle on hardware/software failure resolution;

We will use a defined process and approach for service delivery: Initiation (Identify Plan Objectives & Conduct Health Check), Execution (Monitoring & Support) and Improvement (Build Knowledge Base & Conduct Quality Reviews). Service delivery will begin with a kickoff meeting. This meeting will be the first step in the transition from the ACS installation and configuration of the Oracle Infrastructure to the DRB's requested Services. The kickoff meeting will achieve several objectives as outlined below:

Introductions to the services team; Creation of the communication plan that will be used; Creation of the escalation plan and identification of the key roles and responsibilities of each team member; Development of the plan for the VPN connectivity for the Oracle Infrastructure; Review the Service Level expectations; Schedule the training on the Request Manager system that will be used by the collective team for trouble tickets and as a knowledge repository; Identify key AKDRB personnel who are authorized to report issues;

After a successful kick off meeting, the Services team will perform a health assessment on the Oracle infrastructure to ensure that we have a stable platform to begin management and monitoring. The health assessment review will include the following activities such as:

Review of all systems considered in scope; Review monitoring and diagnostic tools for each of the Oracle environments; Secure, install, and test remote capabilities including VPN and other forms of access into each system defined as within scope; Analyze and document specific characteristics and criteria about each system. This step is mandatory to begin remote monitoring. The client is responsible to notify us of system changes, change control meetings, scheduled downtime, advanced planning of system upgrades, new application releases, and other system information.

Following this initial phase, we will begin daily system monitoring and maintenance. We will monitor and develop proactive measures to mitigate potential bottlenecks and system issues in the AKDRB Oracle infrastructure, take quick corrective action in response to production performance issues and will provide ongoing support services requested including but not limited to; Performance Tuning; Backup and Recovery; Health Check and Monitoring; On Call Support; patching and maintenance; trouble shooting and technical assistance with questions from our technical team to maintain and enhance the infrastructure. We will work with the RBIS Core Services team to develop a monitoring response time schedule for the Oracle Enterprise System leveraging Severity to assess and document the impact of the loss of functionality and the impact to their business for an event. Severity level gives restoration or repair priority to problems causing the greatest impact to AKDRB business systems. We suggest 4 Severity Levels from Critical to Nominal Impact. Additionally we will work with RBIS Core Services personnel in mentoring and knowledge transfer for the Oracle Enterprise Infrastructure.

**RISK ASSESSMENT**

BEST VALUE PROCESS ONLY: EVALUATOR NAME: Larry Walsh

SCORE: 10 5 0

**Risk:** Staff Availability **Why:** The DRB has implemented new Oracle technologies that will require a significant investment of time from the DRB staff for knowledge transfer and they are already busy. **Solution:** To mitigate the risk we will work with DRB and to identify only the critical elements that need to be done to meet objectives. We have scheduled regular progress reviews as part of our Approach where we will identify any gaps in our plan and make adjustments with the DRB. The project timeline can be adjusted or additional resources contracted to meet DRB project milestones as required.

**Risk:** Poorly Deployed Oracle RAC, Cloud Control and Dataguard Configuration **Why:** Our team was not tasked with the setup and configuration of the Oracle RAC, Cloud Control and Dataguard infrastructure. **Solution:** We will review the setup and configuration during the initial phase of the engagement. Any required modifications will be made before the Oracle DBA, Monitoring and System Administration services for the DRB Oracle Infrastructure begin.

**Risk:** Missing Necessary Hardware and/or Software **Why:** Should changes in the core production infrastructure be required some hardware and/or software components required to build out the necessary environment may not be in place. This situation can hold up the project while the hardware/software is being secured. **Solution:** Work with DRB to develop a Gap analysis highlighting what hardware/software needs to be procured from the review performed as part of the initial phase of the project. We will work with Oracle and DRB to help expedite the delivery of critical components.

**Risk:** RBIS Network Bandwidth **Why:** Our approach is to monitor and provide system administration services remotely to reduce costs. A saturated network would impact our ability to adequately monitor and perform remediation remotely. **Solution:** We will thoroughly review all network configurations during the initial phase of the engagement and identify any areas of concern prior to beginning remote monitoring. We will work with DRB to gain additional network bandwidth if necessary.

**Risk:** Bad Data in Databases to be Migrated and Managed **Why:** When Databases contain "bad Data" that is not easily identified or managed it creates risk for production system uptime and resilience. **Solution:** We will develop routines to identify and correct bad data and work collaboratively with DRB to correct any problems.

**Risk:** Staff Training and Expertise **Why:** New & Complex Technologies While powerful, the technologies implemented by Oracle ACS require significant expertise. Attaining that expertise is very difficult with so many new technologies and having a day job to attend to. **Solution:** We will work with the DRB to identify the core expertise required within the technologies to successfully monitor and manage the DRB production environment in conjunction with our team providing first level monitoring and support.

**Risk:** Current lack of an independent Disaster Recovery Site and practiced processes for recovery in the event of a significant problem **Why:** The project deals with mission critical data in the new DRB production Oracle Infrastructure and the current lack of key disaster recovery site and/or processes can lead to extended down time that affect Retirees **Solution:** We will work with DRB and deliver a Monitored and Managed Oracle Database Environment as well as establish and test the processes to fail over from core production DB infrastructure to the Dataguard target. Addressing the backup and recovery process early on will ensure the DRB is on sound footing as it begins to leverage the new Production Infrastructure.

**Risk:** Current lack of a formalized development, test, quality assurance and deployment to production processes for new applications and application updates. **Why:** The Oracle technologies that DRB will be implementing rely on iterative development. Many cycles with incremental improvements that need to be developed, tested, and put into production. If an application is deployed into Production incorrectly or with errors it could create system down time that affects Retirees. **Solution:** Work closely with DRB prior to the deployment of any application into the Production Environment to implement testing and roll-back procedures to ensure Production environment remains up and performing optimally,

**EXPERIENCE/QUALIFICATIONS****BEST VALUE PROCESS ONLY:** EVALUATOR NAME: Larry WalshSCORE: 10 5 0

To address the needs that the DRB has set forth in the Task Order we have assembled a team of key resources from both Applied Microsystems and our partner Mythics. The Team we have assembled exceeds all of the requirements requested in the Special Expertise and Experience section of the Task Order Request Form. Our team possesses Specialized Certifications from Oracle in each of the technologies we will be supporting as a part of this Task Order. Obtaining these Specializations requires customer references, certified staff, and a track record of excellence as evaluated by the manufacturer, Oracle. These include Oracle Database, Oracle RAC, Oracle Performance Tuning, Oracle Enterprise Management, Oracle WebCenter, Oracle Business Process Management, Oracle WebLogic, and Oracle ADF.

Multiple skill sets are required to deliver the services specified and to meet these needs we have included several resources. Together they bring not only the Oracle Software but the Oracle Hardware and AS400 expertise necessary to ensure success. The Team that will be supporting AKDRB is experienced with Oracle Maximum Availability Architecture (RAC, Grid, and Dataguard).

The primary resource has more than 25 years experience in the Information Technology industry and is an expert Oracle Systems Architect. Recently he led the client-side development for Glue Networks and helped the company be named as a "Gartner Cool Vendor for 2013". Each of our other resources have more than 10 years experience in their respective areas of expertise, have worked on multiple State of Alaska projects and/or other key State and Federal Government initiatives as well as Commercial projects. They hold hardware and/or software certifications with all of the key vendor technologies utilized in this project including Oracle, IBM, CISCO and Brocade. The Team has tremendous experience designing, implementing, managing and monitoring Oracle Database and Fusion Middleware Infrastructures. Today we are managing Mission Critical Oracle Infrastructures for the BP MC252 Gulf Oil Spill National Resource Damage Assessment, the State of Illinois Administrative Office of the Illinois Courts and Sandals Resorts International.

Additionally, we have worked with the AS/400 and it's successors since 1987 and developed software for the system using CL, RPG, DDS, COBOL, JAVA, PHP, and HTML. The work specifically includes the DRB and AK school districts payroll systems to allow them to report the CRS file after each payroll. CRS is a critical data feed to one of the DRB's production Databases. Our expertise and experience allow us to support the entire flow of information from CRS into the Oracle production environment. We hold multiple IBM Certified Specialist and IBM Certified System Expert designations.

Applied Microsystems is an Oracle Gold partner and is Alaska's leading Oracle System's Integration partner. We have completed many projects of similar or greater size utilizing the technologies specified in the Special Expertise & Experience section of the Task Order Request Form for the State of Alaska as well as commercial and other entities. We have already done significant work with the Department of Retirement and Benefits Oracle Enterprise Architecture project as well as MyAlaska, the State Active Directory and the State LDAP directory on several State Projects including Oracle Database and Fusion Middleware projects with both internal and external facing Web 2.0 User Interfaces. Interaction with these systems will be a requirement for automating DRB business processes leveraging the new Oracle Fusion Middleware, Database and hardware platform.

We are Oracle's key partner in Alaska for the design and implementation of Oracle Fusion Middleware including Universal Content Management 10g and 11g. We have designed and implemented one of the most sophisticated UCM 11g environments presently deployed with 22 integrated UCM servers for Public, Internal Production, Test and Development running in a VMware vSphere environment built on CISCO's Unified Computing System, Nexus Switches and Network Appliance Enterprise Storage. The system provides Single Sign On through integration with Active Directory. It is implemented in a clustered multitier application environment leveraging multiple software systems including Red Hat Enterprise Linux, MS Windows Server 2008, Apache, WebLogic, UCM 11g, CVISION, Kofax, and Oracle RAC 11g database server..

**EXPERIENCE/QUALIFICATIONS (CONT.)**

Our partner Mythics adds important depth to the project team. Mythics is the Co-Chair of the Oracle Identity Management Partner Council. Mythics Consulting has been granted the ISO 9001:2008 quality management certification. The ISO 9001:2008 QMS certification promotes a process approach in developing, implementing and improving the effectiveness of the Quality Management System for an organization. This standard creates a confidence in processes and products and provides a basis for continual improvement.

As certified partners we have access to a variety of channels within Oracle and the other vendor organizations to facilitate quick resolution to issues and access to the latest product and technology information. We have extensive knowledge and expertise that has been gained directly through involvement in real world applications requiring the implementation and integration of both the Oracle hardware and software utilized in this project. Our approach to the implementation strategies and project management for the DRB Oracle Infrastructure is to provide RBIS with the foundation for self service and automation of DRB tasks moving forward. We are able to support the entire infrastructure stack.

**Recent Projects:**

State of Alaska – Department of Retirement and Benefits Applied Microsystems has been working directly with DRB since inception of the Oracle Enterprise Architecture Implementation Project. We presently provide the Project Portal based on Oracle Middleware technologies and have played key roles in the developing the projects strategic approach as well as the resulting Leadership, Application and Infrastructure project tracks. We have worked closely with both RBIS and Oracle to ensure the path to implementation of the new Oracle environment is successful. We are deeply familiar with all aspects of the project to date and have worked closely with RBIS to design the Greenfield Oracle RAC, Cloud Control and Datagaurd environment as well as the Application Delivery Environment that will become the Production DRB Oracle environment.

State of Illinois - Administrative Office of the Illinois Courts: Mythics currently manages the AOIC production, test, and development Oracle infrastructure. This includes 11g Database, Oracle RAC, Datagaurd, Grid Control, Weblogic, Oracle Forms, and Oracle Application Express technologies. The system is used for a variety of mission critical systems within the judiciary, including a Probation Data Warehouse, a Case Management System, a Judicial Scheduling Application, and many back off systems. As a part of the contract, Mythics provides daily maintenance, backup and recovery support, system and application tuning, and annual reviews. Mythics has been a trusted business partner to the AOIC for 7 years and has been supporting their Oracle infrastructure remotely since 2010

Gulf Oil Spill – Applied Microsystems currently hosts and manages BP MC252 Oil Spill National Resource Damage Assessment development, test, production and disaster recovery sites. This includes 11g Database, Oracle Weblogic and Oracle Webcenter. We provide all patching, upgrades, performance monitoring and performance tuning along with all other hardware and software infrastructure; including facilities. With more than 15TB of data the system is designed for automated failover between Seattle and Anchorage for business continuance and disaster recovery. Data is continually replicated between sites to ensure a 30 minute cutover Recovery Time Objective with a 15 minute Recovery Point Objective. Several hundred users work with the system on a daily basis across many time zones requiring 24 hour operation. The systems have had no unscheduled downtime in three years of operation. This level of performance is achieved through Enterprise Technology and production policies and procedures that are equally applicable to this Task Order's work for the DRB Oracle Infrastructure.

Sandals Resorts International - Mythics currently manages the production, test, and development Oracle infrastructure for Sandals Resorts International. This includes Oracle 11g Database, Oracle Dataguard, Oracle eBusiness Suite, and Oracle Enterprise Linux. The Oracle infrastructure supports a 24x7x365 online reservation system for Sandals as well as all back office accounting and financial systems. It is estimated that if the online booking system goes down during peak time, the cost to Sandals is \$32,000/minute. Mythics has been providing remote managed support services for Sandals for 5 years.

**EVALUATOR NON-CONFLICT OF INTEREST STATEMENT**

By checking this box, I certify that neither I, Larry Walsh, nor any member of my immediate family has a material personal or financial relationship with this vendor or to a direct competitor of this vendor. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating this response solely on its merits and in accordance with the evaluation criteria.

Furthermore, I agree to notify the Task Order Manager if my personal or financial relationship with this vendor is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

**EVALUATOR NOTES**

To be completed by requesting agency evaluator(s).

Comments **MUST** be recorded for any section receiving a Best Value score of 10 or 0. Comments must be concise and objective and refer to or quote the portion of the response that led to the score.

| <b>PROJECT APPROACH</b> |
|-------------------------|
| 5                       |

| <b>RISK ASSESSMENT</b> |
|------------------------|
| 5                      |

| <b>EXPERIENCE/QUALIFICATIONS</b> |
|----------------------------------|
| 5                                |

**COST PROPOSAL**

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that response. (Ex: Given an average cost of \$10,000, responses with cost proposals \$15,000 and higher or \$5,000 and lower may be rejected.)
2. BEST VALUE: If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. LOW PRICE: Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

**COST**

| Hourly Rate |   | Est. # Hours | = | Total Cost  |
|-------------|---|--------------|---|-------------|
| \$ 175.00   | x | 550          | = | \$96,250.00 |

ETS Fee (\$300 + .5% of Total Cost) \$ 300.00

Total TO Cost \$ 300.00

**PROPOSED INDIVIDUAL RESOURCES**

|             |                  |               |
|-------------|------------------|---------------|
| Ross Toole  | Chris Teachworth | Greg Benolkin |
| Nick Jaksic |                  |               |
|             |                  |               |
|             |                  |               |

**PROPOSED SUB-CONTRACTORS**

| Name              | Description of Work | % of Overall Work |
|-------------------|---------------------|-------------------|
| Manu Goel         | Oracle Database     | 20                |
| Manoj Kumar       | Oracle Database     | 20                |
| Murali Montravadi | Oracle Database     | 5                 |
|                   |                     |                   |
|                   |                     |                   |