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

| 1. TOPS Contract Number | 2. DGS Solicitation Number | 3. Financial Coding | 4. Agency Assigned Encumbrance Number |
|---|---|---|---|
| 0100-02-01-021 | **2012-0200-0879** | 02800401 | |

| 5. Vendor Number | 6. Project/Case Number | 7. Alaska Business License Number |
|---|---|---|
| 02-0655648 | | 741667 |

**This contract is between the State of Alaska,**

| 8. Department of | Division of | |
|---|---|---|
| Administration | Division of Retirement and Benefits | hereafter the State, and |

| 9. Contractor | | | |
|---|---|---|---|
| Alaska IT Group | | | hereafter the Contractor. |
| Mailing Address | City | State | ZIP+4 |
| 226 Seward St, Suite 210 | Juneau | AK | 99801 |

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

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.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins **08/16/2013** and ends **08/31/2015**.

**ARTICLE 4. Considerations:**

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 **Total Cost** shown on TOPS Cost Proposal **#0100-02-14-01**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest **#0100-02-14-01**.

4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under **Requesting Agency Information** on TOPS Request #0100-02-14-01

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 alternations 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. CONTRACTOR | | 13. CONTRACTING AGENCY | |
|---|---|---|---|
| | | Department/Division<br>Administration / Division of Retirement and Benefits | |
| Signature of Authorized Representative | Date<br>8/15/13 | Signature of Head of Contracting Agency or Designee | Date<br>8/16/13 |
| Typed or Printed Name of Authorized Representative<br>Sander Schijvens | | Typed or Printed Name<br>Jim Puckett | |
| Title<br>Managing Partner | | 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, 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 my 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[1]
# 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 #0100-02-14-01.**
- **TOPS Response / Cost Proposal #Error! Reference source not found..**

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

1. This contract document;
2. TOPS Request #0100-02-14-01;
3. TOPS Response / Cost Proposal #0100-02-14-01.

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):

The following are the specific staff members, roles, estimated utilization and rates that will be used for this contract:

| Person | Role | Est Hours | Rate | Amount |
|---|---|---|---|---|
| Marty Phelan | Project Technical Lead and Manager | 94 | 130 | 12,220 |
| Marty Phelan | Expert Programmer/Analyst | 334 | 120 | 40,080 |
| Jason Hickey | Expert Programmer/Analyst | 630 | 120 | 75,600 |
| Filled as needed | Journeyman Programmer/Analyst | 0 | 100 | - |
| Alex Kirchhoff | Apprentice Programmer/Analyst | 80 | 50 | 4,000 |
| Keith Brown | Apprentice Programmer/Analyst | 181 | 50 | 9,050 |
| Jessica Patton | Apprentice Programmer/Analyst | 181 | 50 | 9,050 |
| Totals | | 1500 | 100 | 150,000 |

## PAYMENT SCHEDULE

Invoicing for this contract will be produced monthly based on the actual hours worked using the rates listed in schedule C. Payment is expected within 30 days of receipt of the invoice.

## VENDOR INFORMATION

**Vendor Name:** Alaska IT Group

| | |
|---|---|
| ☒ | **By checking this box, I,** Sander Schijvens **for** Alaska IT Group**, 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.** |

## TABLE OF CONTENTS

**PROJECT APPROACH** ..... **2**
**RISK ASSESSMENT** ..... **3**
**EXPERIENCE/QUALIFICATIONS** ..... **4**

## 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 Assesement, 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: L SCORE: ☐10 ☒5 ☐0

Retirement and Benefits is responsible for numerous mission critical functions to maintain and report benefit enrollment for active and retired members. To support those functions, software applications were developed and deployed in a variety of technologies over the course of many years. A number of these applications are well over 10 years old.

Our firm is aware of the current effort underway to improve and update these applications to increase performance and reliability of the systems as well as to consolidate both data and functions wherever possible and improve overall maintainability. This work is being done not only to better serve current members and employers, but also to prepare for a dramatic increase in utilization with the approaching wave of baby-boomer retirements and numerous changes in the business environment. Among the changes are the upcoming changes in benefit year period and a changeover in health enrollment reporting to the X12 834 format.

The task of application maintenance and improvement will likely entail multiple solutions, from fine-tuning to complete replacement such as the Paradox Health Enrollment system. Given the great variety in tasks, we propose a variety of approaches tuned to the specific needs of each.

For efforts that entail major functional replacement or change we propose an initial requirements and design phase followed by an Agile development phase. The requirements and design phase would entail capturing and documenting both functional and non-functional requirements, pertinent business rules, and a high level system architecture and design. For user interfaces, we propose creating prototypes or mock-ups to help users truly visualize the design. For batch or other non-visual aspects, we propose building a set of test scenarios to help visualize outcomes and validate requirements.

During the Agile development phase, we will develop an implementation, testing and release plan geared for incremental releases. This approach will give the user team early access to the system for verification and feedback. After initial structures are in place, we will create automated unit tests which will become an integral part of the system. Business functionality will be implemented and run through unit testing. Additional unit tests will be developed to ensure good coverage and full edge testing. Releases will be produced to the user team to perform additional tests and verifications. Any issues or changes will be captured in the Jira issue tracking system and scheduled for a subsequent release. This iterative process will continue throughout the development followed by a release to all users for final delivery.

For efforts that entail minor functional replacement or change all specifications will be captured in Jira and analysis will be performed. Any existing requirements documents will be updated as needed. New unit tests will be developed for new requirements or to isolate problems in existing functionality. The implementation will then follow the Agile development process described above.

For environmental updates and maintenance, such as Java upgrades or JBoss changes, we recommend capturing change information in Jira and updating or creating system documentation. We also propose developing a set of “burn-in” tests (both automated and manual) which can be run to ensure upgrades and changes do not introduce problems.

For this work, our proposed team members would be a regular part of the Division’s IT team primarily in Juneau utilizing the existing tools and systems for workflow and working directly with the responsible managers and affected support teams, functional leads and user teams.

## RISK ASSESSMENT

**BEST VALUE PROCESS ONLY:** EVALUATOR NAME: **Error! Reference source not found.**Larry WalshSCORE: ☐10 ☒5 ☐0

RISK: Inability to meet short deadlines - There may be occasions when the time available for the development or modification of a system is not adequate to produce the fully-envisioned solution.

SOLUTION: Under those circumstances we propose to develop an alternative short-term solution that can be implemented in the given timeframe. Whenever possible, this would be constructed in such a way so it can serve as the foundation for the fully-envisioned solution.

RISK: Undesirable side-effects from code changes - Many of the legacy systems do not have adequate unit test coverage to ensure identification of code change side-effects. It is possible that changes to legacy code in one module, could break functionality in another module.

SOLUTION: Performing dependency analysis on a module and creating additional unit tests for dependent modules will substantially mitigate this type of risk. Also, ongoing development of unit tests to improve coverage and edge testing for legacy systems will help reduce current and future risk.

RISK: Maintenance or new development changes do not meet expectations - A new or modified feature or capability may not be exactly what the customer wanted or needed.

SOLUTION: Most of this risk can be overcome by use of good visualization work products during the design phase such as mock-up screens, reports and definition of test scenarios. During implementation, frequent releases help maintain alignment with customer wants and needs.

RISK: Release to production with missing source code or dependencies - A release which is made to production by a developer who has not checked-in the source code or dependent libraries creates a dangerous situation for an agency. This situation creates an entire set of new risks: loss of current source code, re-introduction of old bugs, inability for other developers to reproduce or fix problems.

SOLUTION: Following a clean-room build/release process will eliminate this risk. A clean-room build process is done outside the development environment in a completely clean environment. The build is done directly from the source code version management system and dependency management system. This ensures nothing goes into production that is not already checked in to version control.

RISK: Inconsistent, incomplete or incorrect deployment to production - A manual assembly and deployment process can be problematic if a step or component is overlooked. Even if the process is well-documented, the potential for human error is high, especially if many steps are involved.

SOLUTION: An automated build and release process can virtually eliminate the inconsistent deployment risks. An automated process will only succeed if all steps complete without error. This approach also serves to document the build process. Using scripted tools such as Ant or Maven in conjunction with a project build server is a good solution for this problem.

RISK: Extended ramp-up time and effort - The maintenance and support effort may experience more time and effort by staff in order to explain the system environment and operations of the Division.

SOLUTION: Our proposed team has produced system enhancements and support for the Division over several years and is familiar with Division applications, system interfaces, people and operations.

## EXPERIENCE/QUALIFICATIONS

**BEST VALUE PROCESS ONLY:** EVALUATOR NAME: **Error! Reference source not found.**Larry WalshSCORE: ☐10 ☒5 ☐0

Company Approach

Wostmann & Associates has many years of experience working with information technology support for the State of Alaska, the Federal Government and multiple private enterprises. We have a long history of focus on meeting client expectations, earning the respect of our clients, and delivering measurable value to all stakeholders.

Additionally, our company has worked with the Department of Administration, Division of Retirement and Benefits (DRB) in many capacities for over 15 years. Our long standing relationship and intimate knowledge of the DRB and its business environment permits us to work in the best interest of the Agency with minimal time required for orientation.

Wostmann has been deeply involved in the analysis, design and architecture for nearly all the listed applications. We have provided ongoing maintenance and updates for all of the listed applications. We have multiple staff members who have knowledge and experience with the Agency applications. Our firm also has substantial experience in all five listed technologies as well as over 30 other technologies that are in use and integral to the Agency's applications.

In addition, our firm has experience and background in HIPAA compliance, Security assessments, PCI compliance and Electronic Funds Transfer. These knowledge areas will be beneficial in supporting DRB applications.

Relevant Projects

Recent DRB projects include maintenance and operational support for eReporting SIMS, Active Dependents (ADEV), Retiree Dependents (RDEV), Retirement Benefit Estimator (retbenest), and Health Eligibility Reporting System (HERS). We have provided support for Oracle database server, Oracle Solaris, Fedora Linux, and Java. Over the past few years we have also performed Requirements Analysis, Specifications and Design for the Health Eligibility Reporting System (HERS), eReporting, Dependent Care System, and the Retirement Benefit Calculator System.

We are currently involved in the IRIS project in the role of Quality Assurance. Our involvement in this project provides us with substantial understanding of the new financial system and its interfaces and reporting
.

Proposed Team and Experience

We are proposing a team of five individuals. The majority of this team has worked directly with the Division of Retirement and Benefits and has experience with its systems. The team will provide an optimal blend of skills to provide cost effective support.

Marty Phelan will serve as our Project Manager and Lead Technical Analyst and will work directly with the DRB Project Manager. He will provide leadership and direction to our project team. He will also provide subject matter expertise, design, architectural and process guidance, and development support as required for all of the Agency's applications and environments. He will ensure performance of all work on this Task Order. He has an extensive financial background in the IT industry and also serves as our company's Chief Financial Officer and Chief Information Officer. As such, he brings substantial expertise in the financial, accounting and electronic banking aspects of information systems.

Marty Phelan has over 20 years of experience supporting and developing Oracle based applications (v 8 – 11g). He has over 15 years of experience in design and development of Java Enterprise (v 1.3 – 1.7), JBoss (v 3.12 – 7.11), and web applications. He also has over 10 years of experience in Fedora Linux and Oracle Solaris platform support. A majority of the above years were directly involved with DRB

application development and support.

Finally, he has 20 years of experience in quality assurance, especially in the specification and implementation of automated system testing. He has provided DRB with automated testing frameworks and assisted DRB staff in the development of unit tests.

Jason Hickey will serve as our senior application developer and technical analyst. He has over 10 years background in Oracle and Java application development and has substantial experience in all the technologies used by DRB. He has 10+ years of experience in web application development. Jason also has experience in Requirements Analysis and Design, JBoss 5.1.0, Java 1.6+, Oracle 11g, Fedora Linux, and Oracle Solaris. He has recent experience in maintaining and updating DRB applications including eReporting, SIMS, and HERS. He is currently deeply involved with the design and implementation of a Health Reporting solution using the X12 834 format. Jason has worked on numerous Oracle, Java, Java Enterprise, and web applications and has recently worked on a web application development project using the latest in web technologies including: Ajax, HTML 5, Dojo, and REST architecture.

Alex Kirchhoff will serve as a journeyman application developer. Alex has invested substantial time in learning and implementing web applications and has a deep knowledge of many programming languages. Most recently, Alex has been involved in the implementation of the DRB Health Reporting solution. Specifically, he has implemented the 834 report based on the initial AETNA and MODA specifications for DRB. Alex also has experience in Java 1.6, Oracle 11g, Fedora Linux, Apache and a broad array of web technologies.

Jessica Patton will serve on our team as a journeyman developer, web designer/author, and quality assurance tester. Jessica has many years of experience in web development and training in Java 1.6. Jessica has recent experience in quality assurance and testing, report building (including JasperReports used by eReporting), and technical writing for user and administrator guides. Jessica also has experience with Oracle 11g SQL.

Keith Brown will serve on our team as quality assurance tester and infrastructure support technician. Keith has recent experience in Fedora Linux application support and configuration. He has experience in JBoss 5.1.0, Oracle 11g XE, Apache, and Java 1.6 installation and configuration support. He recently completed Java 1.6 training and has just finished an extensive QA testing role in a web application development project. Keith serves provides much of the infrastructure support for our company.

**EXPERIENCE/QUALIFICATIONS (CONT.)**

## 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.**

| PROJECT APPROACH |
|---|
| 5 |

| RISK ASSESSMENT |
|---|
| 5 |

| EXPERIENCE/QUALIFICATIONS |
|---|
| 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 reponse. (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 |
|---|---|---|---|---|
| $ 100.00 | x | 1500 | = | $150,000.00 |

| | |
|---|---|
| **ETS Fee ($300 + .5% of Total Cost)** | $1,050.00 |
| **Total TO Cost** | **$151,050.00** |

## PROPOSED INDIVIDUAL RESOURCES

| | | |
|---|---|---|
| Marty Phelan | Keith Brown | |
| Jason Hickey | | |
| Alex Kirchhoff | | |
| Jessica Patton | | |

## PROPOSED SUB-CONTRACTORS

| Name | Description of Work | % of Overall Work |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |