

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

1. TOPS Contract Number 0103-07-14-010	2. DGS Solicitation Number <b>2012-0200-0879</b>	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number 116276	
This contract is between the State of Alaska,			
8. Department of Administration		Division of Adult Basic Education <span style="float: right;">hereafter the State, and</span>	
9. Contractor Resource Data, Inc. (RDI)		<span style="float: right;">hereafter the Contractor.</span>	
Mailing Address 1205 E International Airport Rd #100		City Anchorage	State ZIP+4 AK 99518
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>9/10/2013</u> and ends <u>6/15/2014</u>.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>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 #0103-07-14-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0103-07-14-01.</p> <p>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 #0103-07-14-01.</p>			

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.

<b>12. CONTRACTOR</b>		<b>13. CONTRACTING AGENCY</b>	
		Department/Division <u>DOL/ADMIN SVCS</u>	
		<u>Administration / Adult Basic Education</u>	
Signature of Authorized Representative <u>Lois Hansen</u>	Date <u>9/10/13</u>	Signature of Head of Contracting Agency or Designee <u>Paloma Harbour</u>	Date <u>9/10/13</u>
Typed or Printed Name of Authorized Representative Lois Hansen		Typed or Printed Name Paloma Harbour	
Title Director of Business Administration		Title Division Director	

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 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 #0103-07-14-01;**
- **TOPS Response / Cost Proposal #0103-07-14-01.**

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

1. This contract document;
2. TOPS Request #0103-07-14-01;
3. TOPS Response / Cost Proposal #0103-07-14-01.

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 end date will be 6/15/2014.

We are assuming that in the event of the absence of primary ABE personnel other personnel will be available who can perform testing and determine viability of features.

## APPENDIX D

### PAYMENT FOR SERVICES

Payment for services provided under this contract shall not exceed \$29,989.44 for the period of performance of this contract.

The contractor shall be paid a rate of \$96.12 an hour.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number.
- include an invoice number
- reference the Division for which the services are being provided
- itemize the contractual services provided referenced by Deliverable Number
- include the Contractor's signed certification that the amount invoiced is for the services described in Appendix C of this contract during the period invoiced.

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Address invoice to:

AK Dept of Labor & Workforce Development  
Div. of Administrative Services  
1111 W. 8th St., Suite 308  
Juneau, AK 99802-1149

Invoice Delivery:

Invoices should be emailed to Laura Kurt with an email copy to Paul Hegg.

**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**

<b>Hourly Rate</b>	<b>x</b>	<b>Est. # Hours</b>	<b>=</b>	<b>Total Cost</b>
\$ 96.12		312		\$29,989.44

<b>ETS Fee (\$300 + .5% of Total Cost)</b>	\$ 449.95
<b>Total TO Cost</b>	<b>\$30,439.39</b>

**PROPOSED INDIVIDUAL RESOURCES**

Nicholas St Gabriel	Michael Podruchny	Jeff Kelly
Naomi Staley		

**PROPOSED SUB-CONTRACTORS**

Name	Description of Work	% of Overall Work

**VENDOR INFORMATION**

Vendor Name: Resource Data, Inc. (RDI)

<input checked="" type="checkbox"/>	By checking this box, I, Howard Earl for Resource Data, Inc. (RDI), 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.
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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.

<b>Project Approach cannot exceed one page.</b>
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**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.

<b>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.</b>
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**EXPERIENCE/QUALIFICATIONS**

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS Request. 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 in these sections.

<b>Experience/Qualifications cannot exceed two pages.</b>
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**PROJECT APPROACH****BEST VALUE PROCESS ONLY: EVALUATOR NAME:**SCORE: 10 5 0

The goal of this project is to finish the conversion of the Adult Basic Education application from its current legacy state to a modern application that can quickly respond to ever changing State of Alaska business needs and changing Federal Government National Reporting Standards (NRS) for the Department of Labor and Workforce Development. We will draw on our experience and expertise with this system to finish the implementation of an application that serves both needs, anticipates future needs, and fulfills the daily needs of its various users across the State of Alaska.

Resource Data (RDI) will employ a Project Manager/Technical Lead to oversee this project that has more than six years of experience with Adult Basic Education and a Senior Programmer/Analyst with experience in various State of Alaska systems, including myAlaska version 3. Both the Senior Programmer and Technical Lead have extensive experience with the underlying technologies (MVC, Entity Framework, and others). The team will be rounded out with a developer familiar with .NET applications, and a developer with experience in software testing. The design of the new application was completed by the RDI Technical Lead and the application conversion was begun under his direction.

The team's experience with the components of this software, including work on Department of Labor myAlaska version 3 application conversion, the various technologies used, and extensive knowledge of the inner workings of the Adult Basic Education Program and application will ensure success in completing the application conversion.

As the application has already begun the conversion process, the team's approach to the project will be an Agile/Scrum methodology focusing first on areas identified by the Adult Basic Education staff as most critical, following the pattern that RDI has used in all previous Adult Basic Education work.

The team will work in three-week sprints, each sprint including a planning meeting before the sprint and review meeting just after the sprint. The team will allow for two to three days between sprints for testing by both Adult Basic Education and RDI staff.

The testing interval will be critical to ensure that business rules are implemented correctly and are working as expected. Any changes needed as a result of testing will be added the application's backlog for consideration during the following sprint.

The planning meeting conducted for each sprint will involve the RDI Developers and Project Manager, the Adult Basic Education staff, and any other Department of Labor staff as requested. The planning meeting will be where all work is agreed on, including with the priorities of any features and functionality. This meeting will be critical to ensure that the software is delivered on time with the features most needed by Adult Basic Education staff.

During each three week sprint the RDI staff will conduct regular internal "stand up" meetings, ensuring that any issues or requests for information can be dealt with in a timely manner.

Alongside the development effort, RDI staff will work with Department of Labor personnel to ensure the application can be moved to testing and production environments smoothly. Part of this effort will be providing scripts and other technical materials needed to migrate current data into the new application, as well as coordinating the appropriate times to perform needed migrations.

**RISK ASSESSMENT****BEST VALUE PROCESS ONLY: EVALUATOR NAME:**SCORE: 10 5 0

RISK: Lack of communication with key Department of Labor staff

WHY IT IS A RISK: Moving the application to testing or production environments will require coordination between RDI, the Department of Labor Staff, and Adult Basic Education Staff. Failure to mitigate this risk could lead to application downtime and dissatisfaction.

OUR SOLUTION: RDI finds that frequent and consistent communication is key to mitigating this risk and has used this approach to successfully complete a large number of projects within and outside the State of Alaska.

RISK: Lack of available key personnel

WHY IT IS A RISK: The Agile approach relies heavily on client input and a lack of those key personnel can impede the progress of the project.

OUR SOLUTION: We mitigate this by planning for periods of unavailability as far in advance as possible. Plans can include lengthening or shortening sprints, having backups for key personnel, or a combination.

RISK: Lack of availability of contractor staff

WHY IT IS A RISK: If contractor staff is not available, the project schedule, scope, and success will suffer.

OUR SOLUTION: Our firm uses a proprietary tool designed specifically to solve this problem. We've used it successfully for millions of dollars of work, and it will ensure that our team members are available for the hours stated in the TOPS Request.

RISK: Lack of availability of other resources

WHY IT IS A RISK: The new Adult Basic Education application requires access to other Department of Labor systems, such as a myAlaska v3 proxy. While the costs of these resources may not typically be very high, the time it takes to set up and configure these resources is often substantial.

OUR SOLUTION: We can mitigate this risk by planning ahead, but much of the mitigation will depend on Department of Labor IT Staff.

RISK: Lack of testing

WHY IT IS A RISK: While RDI will make every effort to test and verify the software before it is delivered; some testing by Adult Basic Education staff will be required to ensure the spirit of a requirement is met along with the letter of that requirement. Lack of testing can result in an application that is functional, but not in line with users' needs.

OUR SOLUTION: RDI will allow for a testing period every sprint that allows for testing by all parties. This dedicated time will ensure that developers know of all issues at the beginning of each sprint and can account for them during Sprint Planning.

**EXPERIENCE/QUALIFICATIONS**

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

## Company Qualifications

RDI has implemented numerous critical projects for various State of Alaska agencies, providing services ranging from requirements gathering and project management to design, development, testing, and implementation. Our work includes critical projects such as the online PFD application and myAlaska development and integration.

Our firm and proposed staff for this project have prior experience developing and updating the original ABE application, including the development of the design for the new application. Our familiarity with ABE systems and procedures will benefit this project by ensuring that the ABE's needs are met in an efficient and cost-effective manner.

RDI believes in an iterative development (Scrum) methodology that involves short development cycles, or "sprints," that deliver functional, fully tested application components to the client very quickly for review. RDI asserts this methodology keeps the project effort focused and aligned with the client's expected outcome. It also reduces risk by keeping RDI informed of new challenges and needs that arise as the project progresses.

We are experts at providing this type of agile software development services. The project managers proposed for this project have extensive experience implementing large-scale Scrum projects for a variety of State agencies.

We are a Microsoft Gold Partner specializing in web development in the .NET framework. Our developers have extensive experience on projects meeting State of Alaska standards.

We have a long history of work in the myAlaska environment. This experience has been accumulated through myAlaska integration project work with various agencies, development within the myAlaska environment itself, and design/analysis work intended to set the stage for evolution of the system. Our Juneau location ensures that our staff is available to work onsite in consultation with the State of Alaska ABE staff as required.

## Staff Qualifications

We are proposing the following staff to work on this TOPS project.

NICHOLAS ST. GABRIEL is a Technical Lead and PMP certified project manager with a history of working with State of Alaska agencies including the Department of Labor and State of Alaska Adult Basic Education Program. He has more than ten years of experience in IT. His programming skills are extensive and strong, and he is familiar with numerous languages, software applications, and systems. Over the last six years, he has been responsible for designing and implementing changes to the ABE application, responding to ongoing requests from the Adult Basic Education Program and the Federal National Reporting System. He has also been responsible for ongoing maintenance of the ABE application, ensuring appropriate upgrades and changes to the application's performance and infrastructure (e.g., myAlaska, SQL Server, .NET). In addition to this depth of experience, Nicholas is the architect of the new ABE system implementation, giving him unrivaled qualifications to successfully execute the remainder of the project.

Senior Programmer/Analyst MICHAEL PODRUCHNY has more than seven years of experience focusing on .NET programming and database development. He is a Microsoft Certified Professional (MCPD) who specializes in web development using the .NET 4 framework. He makes it a point to stay up to date on current technologies, especially Visual Studio and SQL Server. In addition to many other successful projects, he has been involved in updating State of Alaska systems to interact with myAlaska and has written "digital identities" design documents related to the myAlaska system.

JEFF KELLY is a Senior Programmer/Analyst with 15 years of IT experience and a broad background in current software development technologies. He is well versed in .NET and has more than 10 years of experience in analysis and design of IT systems as well as 15 years of experience in web development. He is a skilled communicator and technical writer.

NAOMI STALEY is a Programmer/Analyst with a recent degree in Computer and Mathematical Science. She is a talented programmer and researcher who served as a Robotics Research Assistant and a Computer Science Lab Assistant helping students with their IT projects, including the testing and correction of software applications.

EXPERIENCE/QUALIFICATIONS (CONT.)

**EVALUATOR NON-CONFLICT OF INTEREST STATEMENT**

By checking this box, I certify that neither I, \_\_\_\_\_, 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****RISK ASSESSMENT****EXPERIENCE/QUALIFICATIONS**