



PRESIDENT

Roland Mena†
Executive Director
Montana Board of Crime Control

VICE PRESIDENT

Molly JM Perry†
Executive Director
Georgia Criminal Justice Coordinating Council

IMMEDIATE PAST PRESIDENT

David Steingraber†
Executive Director
Wisconsin Office of Justice Assistance

EXECUTIVE DIRECTOR

Cabell C. Cropper†

BOARD MEMBERS

John A. Blackburn, Jr. †
Executive Director
Arizona Criminal Justice Commission

Robert P. Boehmer

Director
Institute for Public Safety Partnerships
University of Illinois at Chicago

J. Michael Brown †

Secretary
Kentucky Justice & Public Safety Cabinet

DeLynn Fudge

Director of Federal Grants
Oklahoma District Attorneys Council

Jerome Ierome

Executive Director
Commonwealth of N. Mariana Islands
Criminal Justice Planning Agency

Anne Jordan†

Commissioner
Maine Department of Public Safety

Gary Kendell†

Director
Iowa Governor's Office of Drug
Control Policy

Christian Kervick

Acting Director
Delaware Criminal Justice Council

Kristen Mahoney

Executive Director
Maryland Governors Office
of Crime Control & Prevention

Mary Marshall

Public Information Officer
Arizona Criminal Justice Commission

Karhlton Moore

Executive Director
Ohio Office of Criminal Justice Services

Robert Neff

Manager of Criminal Justice Programs
North Central Texas Council of Governments

Jeanne Smith

Director
Division of Criminal Justice
CO Department of Public Safety

† denotes Executive Committee

Request for Proposals New Internet Website

Notes

Contents

1	Introduction.....	4
1.1	Acquisition Description.....	4
1.2	Strategic Alignment.....	4
2	Acquisition Strategy	6
2.1	Goals of the New Website Acquisition.....	6
2.2	Acquisition Constraints	6
2.2.1	Financial	7
2.2.2	Technical	7
2.2.3	Schedule	7
2.2.4	Personnel.....	7
2.2.5	Management & Performance.....	7
3	Statement of Work.....	8
3.1	High-Level Functional Requirements.....	9
3.2	Milestones.....	13
4	Applicable Documents	14
5	Scope of Work	15
5.1	Key Project Deliverable.....	15
5.2	Administration, Management, and Planning.....	16
6	General Scope Management Procedures	17
6.1	Deliverables	17
6.2	Acceptance of Deliverables	17
6.3	Risk Management.....	17
6.4	Project Performance	17
6.5	Timeline	17
6.6	Period of Performance	17
6.7	Location of Performance.....	18
6.8	Key Staffing Roles and Responsibilities	18
6.9	Key Solution Contractor Roles.....	18
6.10	Assumptions.....	19
6.11	Terms and Conditions.....	19
6.11.1	General Contract Terms and Contract Amounts.....	19
6.11.2	Task Orders.....	19
6.11.3	Issuance of Task Orders	20
6.11.4	Acceptance of the Task Order Proposal.....	20
6.11.5	Authorization of Task Orders	20
6.11.6	Task Order Schedule and Milestone Dates	20
6.11.7	Modification of Task Orders	20
6.11.8	Completion of Task Orders	21
6.11.9	Closeout of Task Orders.....	21

7	Contract Administration	23
7.1	Contract Officer/Investment Officer	23
7.2	Initiation of Activities	23
7.2.1	Task Orders.....	23
7.2.2	Contractor Project Management and Control.....	23
7.3	Quick Reaction Capability.....	23
7.4	Submission of Invoices	23
7.4.1	Supplemental Invoicing Requirements.....	24
7.5	Notice of Delay.....	24
7.6	Indemnity	24
7.7	Parking	25
7.8	Non-Payment for Additional Work.....	25
7.9	Data Rights and the Protection of Particular Information.....	25
7.9.1	Allocation of Rights	25
7.10	Technology Refreshes	27
7.11	Contact for Contract Administration.....	28
7.12	Authorized Negotiators.....	28
7.13	Conflict of Interest Certification	28
7.14	Estimated Date of Contract Award.....	28
7.15	Type of Contract	28
7.16	Inquiries	29
7.17	Questions Submitted By Prospective Offerors.....	29
7.18	General	29
7.19	Offers	29
7.20	Price / Business Proposal Evaluation.....	29
7.21	Technical / Management Proposal.....	30
7.21.1	Executive Summary	30
7.21.2	Past Performance... ..	31
7.21.3	Section 508 Compliance	32
7.22	Project Management Approach.....	32
7.23	Technical Approach	32
7.24	Letter of Corporate Commitment.....	33
7.25	Competitive Range Determination	33
7.26	Oral Presentations	33
7.26.1	Purpose.....	33
8	Summary of RFP Submission Requirements.....	35
8.1	In your technical proposal all below evaluation criteria must be replied to:.....	35
8.2	Bidders Conference:	35
8.3	Submission and Questions Related to This RFP	35
8.4	Oral Presentation Evaluation.....	35
8.5	Electronic Submission or Response.....	35
8.6	Supplies or Services and Price/Cost.....	37
8.6.1	General	37
8.6.2	Labor Hour Rates.....	37

1 Introduction

1.1 Acquisition Description

The purpose of this RFP is to obtain professional services to define, design, and implement a new internet website for the National Center for Justice Planning (NCJP) initiative that falls under the National Criminal Justice Association (NCJA). The NCJA wishes to provide visitors to the National Center for Justice Planning (NCJP) website with a consistent, comprehensive, informative, memorable, positive, and interactive online experience by providing information that is clear, concise, relevant, easy to find and which allows visitors to efficiently achieve their objectives.

1.2 Strategic Alignment

The (NCJA) has launched an initiative to provide training and technical assistance (TTA) to build sustainable capacity in state criminal justice administering agencies (SAAs) to engage in community and evidence based strategic planning to improve the administration of justice across all states and territories. Funding for this program was made available through the American Reinvestment and Recovery Act (ARRA). The Recovery Act guidance for the award of Byrne Justice Assistance Grant (JAG) funds strongly encourages states to use statewide strategic plans and requires compliance not only with the regular Byrne JAG accountability reporting requirements, but also the government-wide requirements imposed by the ARRA.

To accomplish its mission and improve the effectiveness of criminal justice programs across the country, the NCJA will partner with the Bureau of Justice Assistance (BJA), a component of the U.S. Department of Justice, Office of Justice Programs and work collaboratively with SAAs to provide on-site training and technical assistance, webinars, semi-annual conferences, and create and disseminate publications to assist SAAs in developing statewide plans and implementing evidence based policies and programs. Training and technical assistance is available to all designated criminal justice administering agencies in all states, territories, and the District of Columbia.

The National Center for Justice Planning (www.ncjp.org) website is one of four NCJA websites and will be the primary conduit to meet SAA needs for information and guidance on statewide strategic planning, advance the use of evidence based practice and programs and document data driven strategies. The website will

- host an online virtual library of field and project-generated resources and deliverables,
- provide links to state and national resources,
- allow users to submit requests for technical assistance online, and
- serve as the primary means for publishing curricula and other tools developed under the training program.

Through this website, the NCJA will also create a collaborative environment, using social networking tools, for practitioners to exchange information regarding strategic planning, lessons learned and best practices, etc.

Primary users of the site will be leaders and practitioners of designated criminal justice administering agencies in all states, territories, and the District of Columbia. The website will be a resource for tribal, regional, municipal criminal justice planning officials and local practitioners representing law enforcement, prosecution and courts, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation and technology improvement, and crime victim and witness programs.

The branding and functionality developed (including the CMS and technology framework) may be used in conjunction with other NCJA sites in the future.

2 Acquisition Strategy

- On Monday November 30th, 2009, copies of the RFP will be mailed to bidders, via electronic mail and posted on the current NCJA website.
- On Thursday December 10th, 2009, the Association will host a Bidder's Conference at the Headquarters location: 720 7th Street, NW, 3rd Floor, Washington, DC 20001, that will allow bidders to question and clarify their understanding of the work requested. Bidders may also participate via conference call at 888-827-4950, passcode: 46530475. Bidders are encouraged to send questions ahead of time to be addressed via e-mail.
- On Monday December 21st, 2009, Bidders shall submit the following items, via messenger to the Association's Headquarters, by no later than 5:00pm:
 - o Technical and Cost proposals
 - o A review of their technical solution, possibly including a demonstration.
- On Thursday January 7th, 2010 Oral presentations will be scheduled via electronic mail, for each invited bidder. Presentations will be conducted at the headquarters location.
 - o Each bidder will present for no more than 120 minutes;
 - o Presentations will brief technical approach and cost proposals;
 - o Presentations will describe expertise and past performance;
 - o Presentations will show a demonstration sample of the bidder's solution;

Proposals will be considered from any of the following sources:

- Business of all sizes – large, medium, or small;
- Any types of businesses categorized by federal regulations as a protected class.

Responders must be legal entities, registered to do business in the US.

Responders must be able to comply with NCJA contracting requirements, which include insurance limits, and all other federal, state, and local laws and regulations governing services purchased through the contract.

The Association will make one award for the area of service described in the introduction:

- Development and implementation of a new Internet Website for the National Center for Justice Planning initiative of the Association.
- An award is projected to occur by middle/late January 2010.

2.1 Goals of the New Website Acquisition

A fully functional website will be delivered by **April 30th, 2010** and comprise major components aligned with the Association's strategic vision and current system capabilities that enable all services as outlined in the requirements and scope of work.

2.2 Acquisition Constraints

Internal and external constraints, which affect the planning and execution activities associated with this procurement include:

2.2.1 Financial

- Scope and schedule will be closely monitored for schedule compliance.
- The Association has established a budget ceiling for this acquisition that shall be the subject of award negotiations.

2.2.2 Technical

- The new website shall be developed with a (content management system) CMS system that is recognized in the technology arena.
- A template framework shall be designed that allows a consistent look/feel across the Association.
- The vendor shall demonstrate experience and ability to integrate systems and services into an iMIS system.
- The vendor shall also demonstrate experience in integrating or interfacing solutions hosted on different application platforms.
- The vendor shall also provide references for past projects websites with content management systems.

2.2.3 Schedule

- The new website shall be delivered no later than April 30th 2010 and signed off on by the Association's Contracting Officer.

2.2.4 Personnel

- All contract staff with access to data containing personally identifiable information shall be required to successfully pass a minimum background investigation along with signing a non-disclosure agreement (NDA).

2.2.5 Management & Performance

- The Director of Communications, Bethany Broida, shall be the primary project officer for this effort and is the point-of-contact for daily project communications.
- The vendor's project manager shall communicate with Bethany Broida on matters regarding the website project.

3 Statement of Work

The objective of this statement of work (SOW) is to define the tasks necessary to obtain resources required to successfully implement technologies and services to sustain the performance and business goals of the National Criminal Justice Association. Implementation and deployment of all deliverables shall use commercial-off-the shelf-software (COTS). Association acceptance after each deliverable/phase and approval will be required. Performance and related goals must be demonstrated, prior to approval and initiation of follow-on work. The deliverables are:

Category	Description	Priority	Phase
Technology	Website platform using recognized CMS	Must Have	1
Internal Administration	The National Criminal Justice Association Website shall interface with the Association's iMIS management system.	Must Have	1
Internal Technology	The solution shall be capable of supporting extensible Web Services through Open API interfaces to access and publish electronic content for internal Association applications.	Must Have	1
Internal Technology	The solution shall provide Open API that supports Java and .NET technologies.	Must Have	1
Internal Technology	The solution shall provide database connection via ODBC, JDBC, and ADO.NET	Must Have	1
External Technology	The solution shall support publishing content in XML and other descendant XML formats for re-use by external applications.	Must Have	1

3.1 High-Level Functional Requirements

Priority	Features / Requirements
H	Individual Pages
H	General flow of the pages will be same as for consistency.
H	The search function will pertain to the entire website.
H	Pre-established functionality will be available on all pages.
H	Web Analytics
H	To audit content and track the success of the web improvements, understand page and usage patterns and help to prioritize incremental improvements over time. This should include the ability to capture actionable, real time intelligence about web traffic, how people are using the web site, where visitors are dropping off and how different segments interact with the site. Site admin and business owners should have the ability to view a customizable reporting dashboard to monitor and react to trends based on business needs.
H	Taxonomy and Tags
H	Institute search engine optimization (SEO) into the solution.
H	Effective use of taxonomy and content classification.
H	Ability to let users define and apply subject tags.
H	Content Management System
H	Facilitate ease of publishing in a distributed responsibility environment. Seamless content delegation should support communication needs in a visually cohesive manner. Ease of use is a key factor.
H	Ability to schedule content.
H	Search (Within the Website)
H	Basic Search: Provide an alternative navigation path direct to all content from global navigation. Search by keyword. Allows search of both pages and files. Results should display using a relevance calculation. Allow for results of both main pages and branch pages.
H	Advanced Search: Allow advanced users to refine criteria. Advanced search should allow the user to further refine the search criteria such as branch, program or service, documents and forms, events.
L	Most Downloaded/ Accessed Forms or Articles: Easy access to high volume forms and articles. If possible allow for users to view from the advanced search page which forms have been accessed the most.
L	Search Filters.
H	Directory
L	Polls and Surveys
L	Interactive Polling: Unscientific online polling to allow quick gauge of community opinion, and to provide online community environment. Polls can be found on main site and throughout the pages based on topics on that page.

L	Surveys: Online survey capability.
H	Audio/Video
H	Media Player: Allow users to access multimedia content. Content managers should be able to post available audio and video features for distribution through a simple and accessible media player. Materials should be available in common formats. Content should be managed in a manner that allows for redistribution in podcasts and RSS feeds, and indexed for search.
H	Content Redistribution
H	Printable/E-mailable pages: Improve accessibility with content formats that can easily be shared and retained. Retain ability to print and e-mail links to pages.
H	RSS Feeds: Redistribution of public content. RSS feeds can be offered from a global element and can help a user subscribe to RSS feed from their favorite news collator method.
M	Podcasts: Allow for subscription and listening to several types of podcasts.
H	Accessibility Enhancement
H	Accessible via PDA, BlackBerry, and any other cell device with internet browsing.
H	Accessible from multiple browsers.
H	ADA compliance and Text Size changes for sight impaired.
M	Calendar
M	Calendar: Roll up. Should include meetings, and events. Should also have a separate meeting calendar per designated area accessible via secure sign on. Even fields should include title, description, and location. Location should allow for hyperlinks to directions. Calendar shall be aged to automatically retire expired content at midnight of the end date or other specified user defined criteria.
M	Create a training calendar based on type of training or physical location.
M	Provide users with a means to "bookmark" events of interest and to create community driven event groupings. Allow users to download events into Outlook.
L	Website Feedback
L	Page ranking and comments.
L	On-going Formal Survey.
M	Interactive Maps
M	Highly functional and usable interactive mapping capability to help describe location of services. Should allow for mapping in the service catalog such as training offerings.
	A visual map of each state agency with content and information that can be drilled down into.
H	Emerging Technologies
H	Emerging technologies should be considered and included for the longevity of the new website design for an outlook of 5 to 7 years.
H	Web 2.0

M	Blogs: Allow moderated community and member comments.
M	Wikis
H	Tagging
H	Security
H	Provides security at the document level and event level.
H	Online Web Production & Style Guide
H	Create both visual style guide and writing style guide and provide staff training necessary to support the new site.
H	Design
H	Website Information architecture, graphic look and feel, user navigation, home page, secondary and tertiary page templates for each of the main navigation links are required. Photography and graphics, color, font, style and layout are requirements of the design.
H	Governance
H	Content publishing standards, roles and responsibilities for content development, work flow processes, approval, publishing, archival retention and maintenance are required elements of the Governance document.
H	Document Repository
H	Allow for a well designed document repository of key information pertaining to criminal justice planning.
H	Social Component
H	Allow for members and non members to connect on site in areas of expertise and general discussions.
M	Create a "members" only social interaction area.
H	Usability
H	Should have common usability standards that have been accepted in the online world.
H	Disability/Sight impaired; 508 compliant
H	Visually appealing and consistent. Needs to take into account the vision and mission of association and the users.
M	List Serve
M	Allow for list serve set up for public and private sign up with several possible topic areas.
H	iMIS
H	Take into account the current association infrastructure and database system (iMIS). Create in such as way that can be incorporated into future websites designed for the NCJA with different audiences.
M	Reporting
M	Additional reporting on how funding is used; possibly a capture and display functionality. The system shall allow for designated employees from state and local agencies to enter pre-designed questions and data requests in a specific format and

	shall sort and display them in an organized fashion per further requirements that will be gathered during project planning.
--	---

3.2 Milestones

Below is a summary of key milestones occurring within the upcoming 5 months:

Date	Milestone
11/30/2009	Send out RFP
12/10/2009	Bidder's Conference
12/21/2009	Proposals Submission to NCJA
1/5/2010	NCJA Staff Discusses Proposals
1/7/2010	Inform Finalists to Present at Orals
1/21/2010	Oral Presentations
1/25/2010	Inform Winning Vendor
2/1/2010	Award Contract
2/3/2010	Begin Website Development
2/15/2010	Prototype Presentation and Review
4/12/2010	User Acceptance Testing
4/26/2010	Release of Website

4 Applicable Documents

The Association has an investment process requiring briefings and approvals, prior to technology investment and project initiation.

An inventory of technology assets is available to the winning vendor. Staff and personnel required to support vendor activities for knowledge transfer will be immediately available.

5 Scope of Work

The National Criminal Justice Association is seeking a website design that meets the business outcomes of the National Center for Justice Planning Website Design Project described in the project goals in section 1.1 above. The National Criminal Justice Association is seeking a full service vendor with web design and implementation project experience in organizations with distributed content contributors and complex stakeholder relationships to:

1. Analyze and recommend architecture.
2. Establish the technology platform and processes for how the National Criminal Justice Association delivers services, provides information, and serves its users and the community.
3. Develop navigation architecture.
4. Design a consistent look and feel for the National Center for Justice Planning public website, using consistent style guidelines.
5. Implement a structure and process for on-going content lifecycle management and develop a plan for on-going maintenance including governance recommendations.
6. Provide visual style guide, writing style guide, and staff training necessary to support the re-designed site.

5.1 Key Project Deliverable

- High, Medium, and Low Feature re-design and implementation
- Style Sheets
- Procedure documents
- Navigation and flow design
- Architecture diagram
- Data Model
- Training plan for content publishers
- Maintenance and Support technical Guide

A Solution Contractor is defined as any of the following: a single Contractor, a Contractor team, or a prime Contractor with subcontractor(s). If a Solution Contractor proposes subcontractors as a part of its solution, the prime Contractor shall retain responsibility for ensuring that it provides the Association with end-to-end solutions, irrespective of contractor partnerships. The prime Contractor shall be fully responsible for the performance of any subcontractor, including, but not limited to, warranties, technical updates, and maintenance (if ordered). Details for task orders will be updated after the award.

Each of the specific tasks will fall into one of the categories detailed in the following subsections and subsequently defined in a task order.

5.2 Administration, Management, and Planning

The Solution Contractor will work collaboratively with the Association to provide administrative services to ensure that individual tasks proceed through a systematic sequence of initiating, planning, executing, controlling, and closing. The Solution Contractor shall be required to perform, but is not limited to, the following process areas as defined in the Project Management Book Of Knowledge (PMBOK):

- Project Integration Management – Managing the processes required to ensure that various elements of the project are properly coordinated.
- Project Scope Management – Managing the processes required to ensure that the project includes all work required.
- Project Time Management – Managing the processes required to ensure timely completion of the project.
- Project Cost Management – Managing the processes required to ensure that the project is completed within the approved budget.
- Project Human Resources Management – Managing the processes required to make the most effective use of the people involved in the project.
- Project Quality Management – Managing the processes required to ensure that the project will satisfy the needs for which it was undertaken.
- Project Risk Management – Managing the processes concerned with identifying, analyzing and responding to project risk.
- Project Communications Management – Managing the processes required to ensure timely and appropriate generation, collection, dissemination, storage and ultimate disposition of project information.
- Project Procurement Management – Managing the processes required to acquire goods and services from outside the performing organization.

6 General Scope Management Procedures

The following activities and processes are provided and described to ensure each project or sub-project of this investment initiative is managed as scoped and the Association has provided guidance on its procedures to assure success.

6.1 Deliverables

A set of deliverables, which the Solution Contractor shall perform, has been defined. The System Development Life Cycle artifacts required to be completed by or supported by the Solution Contractor shall be supplied by the Contractor and adhere to current industry standards.

6.2 Acceptance of Deliverables

All deliverables shall be submitted to the Association on the date agreed to by the Association and the Solution Contractor. Furthermore, all deliverables will be reviewed by the Association and will be deemed acceptable by the designated Association staff project officer (PM). The PO will review all deliverables and provide feedback to the Solution Contractor within five (5) days of receipt. Upon receipt of the PO's comments, the Solution Contractor shall have two (2) days to make any edits or revisions to the deliverables for Association's final approval.

Specific deliverables shall be defined in each task order. Failure to meet task order requirements may result in Solution Contractor default. All contract and task order deliverables shall meet the standards of the order and follow the terms and conditions of contract award.

6.3 Risk Management

The contractor shall provide and maintain risk management plans as indicated in *Appendix B: SDLC Deliverables* that is reported weekly to the Association. The plan will cover key aspects of projects. The Association shall determine and include its needs as part of this process. The risk report shall be retained online at the Association and accessible by the Association's project management team.

6.4 Project Performance

The contractor shall provide project performance reporting on a weekly basis that is consistent with applicable commercial standards..

6.5 Timeline

An integrated project time schedule will be developed by the Solution Contractor and the Association within 10 days of award. The Solution Contractor shall participate in developing this integrated project time schedule with the Association.

The integrated project time schedule will be managed proactively using the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) five (5) process groups: **Initiating, Planning, Executing, Controlling, and Closing**. Primary emphasis will be placed on the planning, executing, controlling, and closing process groups during the scope of services for this contract.

6.6 Period of Performance

The period of performance for this investment is estimated to be 5 months.

6.7 Location of Performance

All work shall be performed at the Solution Contractor.

6.8 Key Staffing Roles and Responsibilities

The Solution Contractor shall ensure that sufficient qualified staff is available during the contract life cycle. Project staff is to be agreed upon at the time of task order award and shall work on the project until its completion or until written approval is obtained from the Association's designated contracting official authorized to grant substitutions. In the event the Association rates the performance of any Contractor or subcontractor personnel as unsatisfactory, the Solution Contractor shall replace that employee within 5 business days of written notification from the contracting official. The Association reserves the right to refuse any individual or replacement individual for performance or work-related deficiencies.

The Association reserves the right to reject key or non-key personnel proposed by the Solution Contractor. The Association may designate its staff members to perform on specific task orders.

6.9 Key Solution Contractor Roles

Table 1: Key Solution Contractor Roles lists key Solution Contractor roles for this investment.

Table 1: Key Solution Contractor Roles

Role	Skills and Responsibilities
Project Manager	The Program Manager (PM) – Experienced, shall assist in overseeing the overall Association-specific project and support all work to ensure adherence to project goals. The PM shall: • Serve as the primary point-of-contact (POC) for any questions or issues; • Perform Solution Contractor oversight; • Control costs; • Manage scope, schedule and resources.
Technical Lead/Systems Engineer	The Technical Lead/Systems Engineer – applicable certifications, shall possess the ability to lead detailed design, configuring/customization, and unit testing efforts of critical software programs. The Technical Lead/Systems Engineer shall also perform a lead role in: • Configuring and/or customizing the software, with emphasis on the analysis, configuring/customizing, testing, documentation, and acceptance phases; • Integrating the software solution into the NCJA environment; • Designing technical reports and documentation to record results.

Role	Skills and Responsibilities
Functional Lead/Business Analyst	The Functional Lead/Business Analyst – experienced and minimum technical or business degree, shall demonstrate in-depth experience in the areas of the proposed COTS package, technical and application expertise, and management of web and integration projects. The Functional Lead/Business Analyst will: • Ensure the timely and accurate completion of all tasks and deliverables; • Support the SDLC documentation throughout the process; • Gather all functional requirements and manage the business process analysis; • Delivers effective change management and marshals end-users for input into requirements.

6.10 Assumptions

The following general assumptions apply to this Request for Proposal:

- This is a Definite Delivery/Requirements type, zero-dollar contract.
- This is a fixed price contract and NOT a time and materials type of contract.
- The Solution Contractor shall appoint a single point of contact as the Project Manager, a key role, for the duration of the project. This person shall have project management responsibilities and decision-making authority.

The Association will make appropriate resources available to the Solution Contractor.

6.11 Terms and Conditions

6.11.1 General Contract Terms and Contract Amounts

A Definite Delivery/Requirements type contract vehicle will be used for this contract. The Solution Contractor shall provide services in response to the Definite Delivery/Requirements type contract task orders within the requirements set forth in the Statement of Work. Each task order will contain quantifiable standards, delivery schedule and quality assurance acceptance criteria to facilitate the assessment of the completion of tasks and deliverables. Each task order will have an estimated cost (**no enumeration of labor hours or rates**).

The Solution Contractor shall supply key personnel to accomplish the tasks listed.

Upon completion of work, the Solution Contractor shall meet 100% of mandatory requirements. The Solution Contractor shall furnish all software, labor, equipment, materials, and transportation necessary to perform the requirements of each task order awarded under this Definite Delivery/Requirements type contract.

The minimum value of this contract is \$0. ***This agreement does not obligate any funds.*** This agreement expires on December 31, 2010 or at the end of the contract period, whichever is earlier and at the sole discretion of the Association.

6.11.2 Task Orders

Subsequent task orders issued under this Definite Delivery/Requirements type contract will use fixed price labor categories/rates identified in the Solution Contractor's proposal.

The Association will issue task orders to define requirements for specific work to be performed, in each phase of the Website project if needed past the original fixed scope.

The specific task orders must conform to the Association's criteria and be approved by the Association's contracting officer (CO). All deliverables, documentation, associated data, reports, and software developed or delivered under this Definite Delivery/Requirements type contract shall become Association property upon acceptance of the deliverables. The Solution Contractor shall provide all deliverables to the Association's representative for review in accordance with the provisions specified in the specific task order. Specific requirements will be detailed in subsequent task orders.

6.11.3 Issuance of Task Orders

The CO will generate an initial request, in the form of a task order Statement of Work (SOW), which will be forwarded to the Solution Contractor. The SOW will require the Solution Contractor to provide a technical proposal describing the proposed solution and/or methodology as well as a cost estimate for the products/services requested in the task order. Orders may be placed against this Definite Delivery/Requirements type contract electronically, by fax, or by paper. If mailed, an order is considered issued when the Association deposits the order in the mail.

6.11.4 Acceptance of the Task Order Proposal

The Solution Contractor shall submit its task order proposal directly to the CO. Upon receipt of the Solution Contractor's proposal, the CO will review with appropriate parties and will either approve or disapprove the proposal. If disapproved, this will begin the discussions with the Solution Contractor to further review and amend.

6.11.5 Authorization of Task Orders

If required, upon successful completion of discussions, the Solution Contractor shall submit a revised task order proposal to the CO. The Association will then issue a task order that reflects the agreed upon fixed price for the required services and authorizes the Solution Contractor to commence work. This document also will identify the period of performance for the particular task order.

6.11.6 Task Order Schedule and Milestone Dates

The Solution Contractor shall deliver all required services and/or support in accordance with the delivery requirements specified within the associated task order. Unless otherwise specified within this Definite Delivery/Requirements type contract, all deliverables listed in a specific task order under this Definite Delivery/Requirements type contract shall be accomplished in accordance within the Solution Contractor's proposed delivery schedule, as agreed to by the CO, at the time the order is issued. The Association will request a schedule of significant milestones at the time of task order solicitation issuance; this schedule must be agreed upon prior to task order award. The Solution Contractor shall make delivery to the location(s) identified in the task order. The Association may use performance-based criteria, which would be included in the task order statements of work, to monitor and survey the Solution Contractor's deliverables and performance, where applicable.

6.11.7 Modification of Task Orders

Only the Association's Contracting Officer may modify a task order.

6.11.8 Completion of Task Orders

Upon completion of the work required under each task order issued under this Definite Delivery/Requirements type contract, the Solution Contractor is required to forward a written notice of completion to the CO. The notice will state that the task order is complete and that all requirements have been satisfied per task order Association acceptance requirements.

6.11.9 Closeout of Task Orders

All task orders issued under the Definite Delivery/Requirements type contract shall be closed out by obtaining a written approval from the Contracting Officer.

6.11.9.1 A. Labor Hour Contract

N/A

6.11.9.2 Software Development Rights

All software products, documentation, and other materials developed under this contract shall remain sole and exclusive property of the Association. The Contractor shall have no right to disclose or use any such products or materials for any purpose whatsoever without the prior consent of the CO.

If any commercial software is to be modified for use by the Association, the contractor shall notify the Association prior to purchase and/or modification pursuant to the applicable contracting clauses and include time in the development schedule to allow for the Association to review for acquisition issues.

6.11.9.3 Privacy Act Notice

Work on this contract does not require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable rules and regulations.

6.11.9.4 Section 508 requirements

If applicable, the contractor shall be required to operate under reasonable accommodations for special needs employees pursuant to recent legislation. The Association shall be responsible for procuring any necessary equipment and software needed for special needs employees. See <http://www.section508.gov/> for details.

6.11.9.5 Ancillary software and system upgrade expenditures

This contract line item cannot be used to acquire entire systems thereby circumventing Association review and procurement processes, but it can be used to acquire relatively small numbers of items needed on an incremental basis without which bottlenecks could occur in the overall acquisition and system development process. Only items that are ODC (Other Direct Cost) shall be allowed. The award will provide and cover such ODCs.

6.11.9.6 Association Responsibilities

The Association shall provide on-site Contractor's personnel with necessary facilities to perform any work for requirements gathering or meetings as necessary.

6.11.9.7 Confidentiality Requirements

The Contractor agrees to keep in confidence the information contained in all media used in the performance of the work provided for in this contract. The Contractor agrees not to disclose such information orally, in writing, or in any other form, in whole or in part, to any person or organization other than those authorized employees for the Contractor or to another contractor working for the Association on the same project needing such information to perform required work.

6.11.9.8 Quality Assurance Surveillance Plan

The Quality Assurance Surveillance Plan is the means by which the Association will monitor the quality of contract performance, as well as providing for official inspection and acceptance for payment purposes. The intention of the plan is to rely upon the professional performance of duties by the contractor's personnel to assure adequate performance, with only occasional need by the Association to conduct actual inspections of work performed. The extent to which this intention will be carried out as contract performance proceeds will depend upon the attention the contractor pays to quality contract performance.

The contractor's duties are outlined in the performance-based work statement, and the performance requirements summary. Contract success will be achieved by selection of personnel who are capable of evaluating and following Association suggestions for improved performance, while at the same time being capable of independent decision making and performance with relatively little day-to-day oversight on the part of the Association. Contractor personnel shall have adequate professional education and prior training and work experience to meet the contract performance requirements.

Association's random inspection, day-to-day contact, and review of formal reports shall be the principal means of direct inspection of performance. The emphasis in this project is on prevention of unsatisfactory performance rather than the corrective actions which would occur after unsatisfactory performance is found. Given that this is a labor intensive contract with relatively few, highly-skilled individuals, the principal means of corrective action will be removal of personnel who have not performed satisfactorily and their replacement with personnel who are anticipated to perform satisfactorily. If this happens, and if this type of replacement can be made without serious impact to performance schedules, no monthly payment penalties are anticipated. However, if performance is seriously affected, a monthly payment penalty may, at the Association's discretion, be applied upon notification to the contractor.

6.11.9.8.1 Policy

The contractor is responsible for meeting the contract cost, schedule and performance goals as specified in the Contract. The Association will maintain surveillance of contractor performance as necessary to protect its interests. The contracting officer shall determine the extent of surveillance.

7 Contract Administration

7.1 Contract Officer/Investment Officer

For this engagement, the CO/Investment Officer is Cabell Cropper.

The CO/IO is authorized to review and recommend approval of:

- a. Technical matters involving a change in the scope, price, terms or conditions of this contract
- b. Progress Reports
- c. Inspections and acceptance of supplies/services
- d. Invoices

7.2 Initiation of Activities

If applicable, work may be ordered as part of the basic contract award. If not ordered at award, task orders may be issued throughout contract performance.

7.2.1 Task Orders

Work under this contract may also be ordered by task order. The Association shall furnish the contractor with a proposed work requirement the contractor shall develop and submit to the CO a proposed approach and pricing utilizing previously negotiated contract rates. This proposed work plan shall include a detailed description of the work to be accomplished; the required inputs by the Association; the estimated effort (labor hours); completion dates; complete listing of deliverables; and additional data as deemed appropriate by the CO.

Upon authorization by the Association, the contractor shall commence work. If additional funding is required for work, this authorization shall be in the form of a modification or delivery order signed by the CO.

7.2.2 Contractor Project Management and Control

The contractor shall designate a corporate officer with responsibility for personnel assignments and management control of all projects under the contract and a contract administrator responsible for project accounting and invoicing.

7.3 Quick Reaction Capability

The contractor shall provide quick reaction to modifications of, additions to, or deletions of task orders resulting from requirements placed upon it by the Association. The contractor shall also provide timely response in commencing work on fully executed task orders in accordance with dates given in the task orders.

7.4 Submission of Invoices

Designated Billing Office:

The Contractor shall submit invoices (if necessary), original and three (3) copies to:

Bethany Broida
Director of Communications
National Criminal Justice Association
720 7th St. N.W.
Third Floor
Washington, DC 20001

7.4.1 Supplemental Invoicing Requirements

A proper invoice must also include the following information and documentation:

- (1) Separate and distinct invoice number;
- (2) Total charges for the billing period;
- (3) All dates upon which services were rendered;
- (4) Task orders that were completed per Statement of Work; and
- (5) A statement signed by the responsible official of the concern substantially similar if not identical to the following:

I certify that the services identified in this invoice have been performed in accordance with the contract and those personnel, labor hours, and/or other costs are true, correct, and have not been previously billed.

Contractor's Name and Signature

7.5 Notice of Delay

Whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall, within five (5) working days, give notice including all relevant information to the CO.

7.6 Indemnity

The Contractor herein is "an Independent Contractor" and shall obtain all necessary insurance to protect itself from liability arising out of this contract. The Contractor hereby agrees to indemnify and hold the Association harmless in connection with any loss or liability from damage to or destruction of property or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by, performance of work under this contract, unless such damage destruction, injury or death is caused solely by the active negligence of the Association or its employees. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

7.7 Parking

The Association will not provide parking for Contractor personnel at the Washington, D.C. facilities or other DC Metropolitan locations.

7.8 Non-Payment for Additional Work

Any additional services or a change to the work specified, which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed CO except as may be explicitly authorized in the contract/order, is not authorized and will not be paid for by the Association. Only a duly appointed CO is authorized to change the specifications, terms and conditions in this contract.

7.9 Data Rights and the Protection of Particular Information

In addition to other clauses regarding data rights and the protection of particular information, the following clauses will be incorporated into any contract awarded as a result of this solicitation:

This section delineates the respective rights and obligations of the Association and the contractor regarding the use, duplication and disclosure of the (System), which includes the items identified as "Deliverables", below.

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information. As used in this clause, "Data" includes the System, identified above.

"Unlimited rights," as used in this clause, means the right of the Association to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

7.9.1 Allocation of Rights

7.9.1.1 The Association shall have:

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in section 8.1.2 (c) for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subsection 8.1.2(c)(1) .

(iii) The right to limit the release and use of certain data in accordance with section 8.1.2(d)

7.9.1.2 The Contractor shall have:

To the extent permission is granted in accordance with subsection (c)(1) of this section, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the CO. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of [17 U.S.C. 401](#) or [402](#) and acknowledgment of Association sponsorship (including contract number) to such data when delivered to the Association, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Association and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Association.

(ii) If the Association desires to obtain copyright of data first produced in the performance of this contract and permission has not been granted as set forth in subsection 8.1.2 (c)(1)(i), the CO may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Association or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the CO, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of [17 U.S.C. 401](#) or [402](#), unless the Contractor identifies such data and grants to the Association, or acquires on its behalf, a license of the same scope as set forth in subsection 8.1.2(c)(1) of this clause.

The contractor agrees that the Association's license rights identified in section include the right to authorize others to perform on the system any maintenance, upgrades, customizations, or other modifications without restriction.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the CO.

Deliverables

A. Content:

- i. Source code
 - ii. Executable code
 - iii. Byte code
 - iv. Scripting code (e.g. Java Script, Active Server Page, etc.)
 - v. Presentation code (e.g. HyperText Markup Language (HTML), Cold Fusion Markup Language (CFML), etc.)
 - vi. Documentation to ensure continuity of operations, including, but not limited to:
 - o User Manuals
 - o System Manuals
 - o Installation Instructions
 - o Configuration Manuals
 - o Detailed Design
 - o Architectural Diagrams
 - o Product Vendor Maintenance Agreements
 - o Modification to COTS products
 - o Product Keys
 - o Parts Lists
 - o Alternative Sources for Components
 - o All System Components Required to Reestablish Instances of the Solutions Deployed
- B. Formats include:
- i. eXtensible Markup Language (XML)
 - ii. Other Markup Language (as appropriate)
 - iii. Microsoft Office System 2003/2007 (Word, Excel, etc.)
- C. Delivery
- i. CD-ROM or
 - ii. DVD-ROM or
 - iii. Online:
 - 5. Email (ccropper@ncja.org) or
 - 6. File Transfer Protocol (FTP)

7.10 Technology Refreshes

From time-to-time the Contractor may propose, or the Association may request, product updates or substitutions for a variety of reasons including but not limited to: 1) technology improvements, 2) industry and supply chain trends, 3) products announced for discontinuance by the manufacturer (e.g. End of Life products), or 4) declining price/performance ratios. The discounts proposed for the initial products shall apply to all subsequent additions or substitutions, which must be compliant with the SOW requirements. If the Association agrees to a permanent substitution, it shall receive at least the same proportional discount of the new item that it received on the original item.

7.11 Contact for Contract Administration

For use in event your firm receives a contract as a result of this solicitation, please designate below the person(s) whom the Association may contact, during the period of the contract, for prompt action on matters pertaining to your administration of the contract.

Name: _____ Address: _____

Title: _____ Telephone No.: _____

7.12 Authorized Negotiators

The contractor shall notify in writing as part of its proposal of its authorized negotiators. Notification shall include: Name and Title.

7.13 Conflict of Interest Certification

The offeror hereby certifies that, under penalty of immediate contract termination:

(a) The offeror _____ is, _____ is not, a former Association regular or special employee whose employment terminated within one year prior to submission of this proposal.

(b) The offeror _____ does, _____ does not, employ a former Association regular or special employee whose employment terminated within one year prior to submission of this proposal and who will be involved directly or indirectly in the management, administration, or performance of any contract resulting from this proposal.

(c) The offeror _____ will, _____ will not, employ as a consultant on any contract resulting from this proposal a former regular or special Association employee whose employment terminated within one year prior to submission of this proposal.

(d) A former Association employee whose employment terminated within one year prior to submission of this proposal or such employee's spouse or minor child _____ does, _____ does not, hold a controlling interest in the offeror firm.

7.14 Estimated Date of Contract Award

The estimated date of contract award is mid-January 2010. This information is provided to assist the offerors in pricing their proposal. The Association is not obligated to award the contract on this date.

7.15 Type of Contract

The Association anticipates award of a Definite Quantity/Requirements type contract resulting from this solicitation. Amounts will be specified and orders will be placed for requirements described and provided to the Association, by the contractor.

7.16 Inquiries

Offerors are instructed to contact only the solicitation CO – **Cabell Cropper** for information about any aspect of the solicitation. Prospective offerors are cautioned against contacting Association personnel in regard to this solicitation prior to award of this procurement. If such contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration.

FOR SUBMISSION OF QUESTIONS CONCERNING THIS RFP and STATEMENT OF WORK: All questions regarding this RFP or the attached SOW must be submitted via e-mail **NOT LATER THAN December 21st, 2009, 5:00PM, Washington, DC, E.S.T Zone** to ccropper@ncja.org Do not submit questions to any other Association employee source, unless otherwise directed by the contracting officer noted below in this document.

Offerors must call to confirm receipt of inquiries submitted by these methods. Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information.

7.17 Questions Submitted By Prospective Offerors

Offerors are encouraged to submit **written** questions regarding any technical or contractual issues relating to this solicitation, in accordance with the procedures set forth in this solicitation. Offerors should clearly phrase their questions and reference applicable solicitation or specification section numbers whenever possible.

7.18 General

Firms that want to be considered for contract award must (1) submit an offer, (2) submit specified pricing information, (3) submit references, and (4) reply to the evaluation criteria (5) make an oral presentation to the Association's source selection evaluation board. When evaluating an offeror's competence and reliability, the Association will consider how well the offeror complied with these instructions. The Association will consider an offeror's failure to comply with these instructions to be indicative of the kind of performance that it can expect from the offeror during contract performance. Contact the CO by email if you do not understand these instructions.

7.19 Offers

The Proposal shall be comprised of 3 sections. NOTE: Offers must consist of and include an original and four (4) copies of the following:

- a. "Supplies or Services and Prices/Costs", with the offeror's proposed contract line item prices inserted in the appropriate spaces for resources and personnel
- b. Price / Business Proposal, in accordance with the Statement of Work
- c. Technical / Management Proposal, in accordance the Statement of Work and aligned with the price / business proposal

Each section will be evaluated as "Excellent", "Acceptable" or "Unacceptable".

7.20 Price / Business Proposal Evaluation

The Price/Business Proposal shall be comprised of three sections and relevant sub-sections:

- Consistent look and feel that matches with the tone, mission, and vision of the Association's core constituents and users
- Content management solution that allows Association staff to update and refresh content on-demand
- Integrate iMIS system for future phases with additional websites in different subject matters

The Contractor shall provide prices for every Contract Line Item Number (CLIN) they choose to bid on within each section. In order for the Association to evaluate prices, the Contractor shall, within each CLIN, provide detailed breakouts such as: discounts, software, program management, analysis, design, configuration, development, testing, training, help desk, and operations and maintenance.

Each section will be evaluated as "Excellent", "Acceptable" or "Unacceptable". The Association will evaluate the Contractor's price/business proposal for completeness, appropriateness, and reasonableness. Unrealistic or unreasonable prices and inconsistencies between the Technical Proposal and the Price/Business Proposal will be assessed as proposal risk. While in many source selections the lowest price is the deciding factor, in this acquisition the Association will select the Contractor whose proposal offers the best value to the Association in terms of performance and other defined factors. **Price will not be the sole determining factor.**

7.21 Technical / Management Proposal

Technical / Management Proposal shall be comprised of seven subsections.

Section	Category
• Executive Summary	HIGH
• Past Performance, including Past Performance References	HIGH
• Key Personnel Resumes	HIGH
• Section 508 / Usability compliance	HIGH
• Project Management Approach	HIGH
• Technical Approach	HIGH
• Letter of Corporate Commitment	

7.21.1 Executive Summary

- The Contractor's summary of its proposed implementation approach, including implementation strategy, system integration, and product development.
- Contractor teaming arrangements, including roles, responsibilities, and expertise of key personnel.
- The Contractor's implementation plan and project time schedule.

- The Contractor's cost model.
- Program, Solution, and Personnel Security

If the Executive Summary is evaluated as "unacceptable," the Contractor may be eliminated from further competition.

7.21.2 Past Performance

The assessment of the Contractor's past performance will be used as one means of evaluating the credibility of the Contractor's proposal and the relative capability of the Contractor to perform the work required. A record of marginal or unacceptable past performance may be considered an indication of the Contractor's inability to perform the contract as proposed. Evaluation of past performance will be a subjective assessment based on the consideration of all relevant facts and circumstances. The Association is seeking to determine whether the Contractor has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services within budget. A history of price increases during performance will have a negative impact on the Association's evaluation of past performance.

References may be used to verify the information provided by the Contractor in the Past Performance section. If deemed to be in the best interest of the Association, the Association reserves the right to contact any or all references in the proposal, as well as those identified from other sources, to confirm the Contractor's information. Past performance will be evaluated per the following criteria:

- Time frame of Experience – Having recent experience doing the same or similar type of work as called for in the solicitation will be evaluated higher than non-recent experience.
- Relevancy – Work that matches the requirements under the solicitation will be evaluated higher than work that does not match the requirements.
- Complexity – A Contractor who has performed work that closely corresponds to or exceeds the complexity of the requirements will receive a higher evaluation than a Contractor who has not performed work of similar complexity.
- Quality of Product or Service – Based on the Contractor's compliance with contract requirements, accuracy of reporting and technical excellence. Maximum points will be awarded if no quality problems were reported.
- Timeliness of Performance – Based on the Contractor's ability to meet interim milestones; be reliable and responsive to technical direction; complete work on time (including wrap-up and contract administration); and cause no liquidated damages and/or deductive charges in performance-based contracts.
- Cost Control – Based on the Contractor's ability to remain within budget; maintain current, accurate, and complete billings; balance the relationship of negotiated costs to actual costs; and practice cost efficiencies.
- Business Relations – Based on the Contractor's ability to integrate and coordinate all activities required to execute the contract, including identification of problems; formulation and execution of corrective action plans; deliverable submissions; the contractor's history of reasonable and cooperative behavior; timely award and management of subcontracts; and commitment to the Association's interests.

- Management of Key Personnel – Based on the Contractor’s history of effective management of key personnel. This includes the Contractor’s ability to select personnel with the appropriate skills, retain key personnel for continuity, support key personnel both on and off site, and replace key personnel expeditiously, as required. It also includes the Contractor’s ability to manage the key personnel of subcontractors.
- Customer Satisfaction – Based on satisfaction of end users with the Contractor’s technical and managerial service.

7.21.3 Section 508 Compliance

Section 508 Compliance will be evaluated based on evidence of the Contractor’s compliance, or commitment to compliance, with Section 508 requirements. Any offered product and electronic training (e.g., computer-based training) must be compliant.

The Contractor is encouraged to submit documentation of Section 508 compliance certification from an independent, third-party accessibility expert (Government or commercial), a report addressing each applicable Section 508 standard, or a letter of commitment to Section 508 compliance.

7.22 Project Management Approach

The Contractor’s project management approach will be evaluated based on the following:

- Systems Development Life Cycle Management (SDLCM) – The Contractor shall discuss their understanding of SDLCM and their approach for following a standard SDLCM.
- Implementation strategy- The Contractor shall propose an implementation and integration approach that includes a discussion of project time schedule impacts and risk mitigation.
- Schedule – Implementation schedules will be detailed after award on a task order basis, however, the Contractor shall submit a deployment timeline that outlines the strategy for deploying the capabilities described in the Statement of Work.
- Training strategy – The Contractor shall discuss their approach and ability to providing user training for all user group classifications.
- Risk and risk mitigation strategies – The Contractor shall present their approach for forecasting risks associated with their proposed solution and developing and executing mitigation strategies to address these risks.
- Customer support – The Contractor shall discuss their approach and ability to providing customer support services such as installation, troubleshooting and hotline support.

7.23 Technical Approach

The Association will evaluate the Contractor’s technical approach related towards task areas identified in the Statement of Work, as well as the methodologies related to implementation, integration, and interfaces. The Contractor’s technical approach will be evaluated based on the following:

- Solution Compliance – Ability to meet the Association’s objectives. Contractors shall propose a solution that demonstrates their understanding of the needs of the Association.

- **Solution Architecture**—Robustness and flexibility of the solution architecture. Contractors shall completely describe their proposed solution architecture and use architectures that effectively and flexibly use proven technology. Contractors shall describe the methods to customize and extend their solution to meet future requirements (unknown at this time) which may result in the issuance of future task orders. Solution must scale to support all Association locations and users.
- **Proposed Environments**—Based on sound reasoning of the trade-offs between size, cost and effectiveness of the different environments.
- **Best Practices**—Based on the Contractor’s practical application of industry best practices to the entire solution architecture, usability, development, and implementation life cycle. **An information architecture shall be provided as an early-on deliverable to ensure the Association agrees with site navigation choices and other important requirements.**

7.24 Letter of Corporate Commitment

The Contractor shall provide a letter, signed by the Contractor's senior executives, stating commitment of resources and personnel towards the timely, successful implementation of the Association’s goals.

7.25 Competitive Range Determination

Offeror’s must successfully satisfy the requirements of the criteria in Section 7.22 in order to be included in the competitive range. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Offerors eliminated from the competitive range will not be afforded an opportunity to make an oral presentation.

The oral presentations will facilitate the Association’s evaluation of the offeror’s capability and will be conducted at the discretion of the Association.

7.26 Oral Presentations

7.26.1 Purpose

Oral presentations will occur on January 7th 2010 on the business, cost, and technical proposals. Offerors will be notified by e-mail of the scheduled time.

7.26.1.1 Topics

During the oral presentation, the offeror shall demonstrate the following:

- **Compatibility with Association Goals and Objectives**—The Contractor must demonstrate their product(s) and, if necessary, describe their plan for customizing the product to meet the requirements.
- **Product Flexibility**—The Contractor shall demonstrate that their products and approach can be configured to meet the needs of all Association goals and possible future websites.
- **Technical Compatibility**—The Contractor will be evaluated for the products’ ability to handle interfaces, upgrades, platform support, Web-based capability, workflow capability, security, and systems management including iMIS integration.

- Life cycle Support— The Contractor demonstrates that their products include and cover the full range of a life cycle, from deployment and implementation to operations and maintenance; backup policies and efficient storage and recovery technologies.
- Streamlined Processes— The Contractor shall demonstrate the performance of common tasks without excessive clicks or redundant entry of information.
- Disaster Recovery / COOP Capability - The Contractor shall demonstrate the availability plans, technologies and resources to support routine disaster recovery provisions and afford the Association with business resumption functions.

7.26.1.2 Conclusion

Conclude by summarizing your presentation.

7.26.1.3 Questions and Answers

During the presentation, the Association's representatives will not interrupt the offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the offeror in any dialogue. Upon conclusion of the oral presentation, and after a short break, the Association will conduct a question and answer session and may engage the offeror in dialogue at this time. The offeror's presenters will answer the questions posed by the Association's representatives.

7.26.1.4 Time Limit

The CO or designee will strictly enforce the two hour time limit by advising the offeror when to begin, keep time and stop the presentation at the end of the two hour time period whether or not the offeror has completed their presentation. Any information not covered by the offeror due to the expiration of the allotted time, will not be evaluated by the Association. The Question and Answer (Q&A) portion of the oral presentation is not included in the two hour time limit. The Q&A portion shall not exceed one-half hour.

7.26.1.5 Recording

The Association may video tape or audio tape the oral presentation solely for its own use and records.

8 Summary of RFP Submission Requirements

Please provide pricing for this effort which will be utilized in placing task orders for this requirement.

8.1 In your technical proposal all below evaluation criteria must be replied to:

The Technical/Management Proposal shall be comprised of seven subsections and as delineated in this RFP

1. Executive Summary
2. Past Performance; the Association reserves the rights to assess other past performance data.
3. Key Personnel Resumes
4. Section 508 Compliance
5. Project Management Approach
6. Technical Approach
7. Letter of Corporate Commitment

8.2 Bidders Conference:

A bidder's conference will be held on December 10th, 2009 at Association Headquarters.

8.3 Submission and Questions Related to This RFP

The cutoff date for receipt of all questions regarding this RFP shall be submitted via e-mail **NOT LATER THAN December 21st 2009 5:00PM, Washington, DC, E.S.T Zone** to ccropper@ncja.org Do not submit questions to any other Association employee source, unless otherwise directed by the contracting officer – Cabell Cropper.

8.4 Oral Presentation Evaluation

Oral presentations will be by invitation only. Oral presentations/business process demonstrations will be evaluated based on the following categories:

1. Technical Approach
2. Technical Compatibility
3. Business Process Demonstration.

Each category will be evaluated as “Excellent”, “Acceptable” or “Unacceptable”.

8.5 Electronic Submission or Response

Business/cost and technical proposals must be submitted in MS Word 2003 format. (**Do not submit PDF files**) -

Concurrent with this, **one (1) original and four (4) signed hardcopies** of separate business/cost and separate technical proposal must also be provided to the address below by the due date and time using **U.S. POSTAL, FedEx, DHL OR UPS DELIVERY SERVICE** that has access to building and delivery to: National Criminal Justice Association, 720 7th St. NW, Third Floor, Washington, DC 20001.

The services required are to bid on a Definite Delivery/Requirements type contract. The prices(s) are inclusive of any and/all labor, indirect cost, material, parts, equipment, pick-up and delivery, ancillary costs and applicable fees. No other compensation will be paid to the contractor.

The offeror shall include, with each separate business/cost and separate technical proposal, a cover letter, must be signed by an official authorized to bind the offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least one hundred and twenty (120) days from the date of receipt by the Association.

The RFP does not commit the Association to pay any costs incurred in the submission of your proposals or to contract for the articles or services. It is also brought to your attention that the Contracting Officer is the only individual who can commit the Association to the expenditures of funds in connection with this procurement.

Request for any information concerning this RFP and the statement is directed by e-mail or telephone to the Contracting Officer, Mr. Cabell Cropper, during the RFP process and before award, who may be reached at (202) 628-8550.

Sincerely,



Cabell Cropper
Contracting Officer
Executive Director

Contractor/Offeror's Firm/Company shall complete the following information and submit in their Business/Cost Proposal:

- a. Contractor/Offeror's Firm/Company Name:
- b. The Contractor/Offeror's/Firm Business Website Address:
- c. Contractor/Offeror's Point of Contact/Information: **Primary Name:**

Name:
Phone Number:
Fax Number:
E-Mail Address:

- d. Contractor/Offeror's Point of Contact/Information: **Alternate Name / Secondary:**

Names:
Phone Numbers:
Fax Numbers:
E-Mail Addresses:

8.6 Supplies or Services and Price/Cost

8.6.1 General

This contract is a Definite Delivery/Requirements type Contract. Payment to the contractor for the work performed and accepted by the Association shall be solely at the rates set forth in the price/cost proposal – per Appendix C. Accordingly, the hourly rates shall include, except for the aforementioned types of costs, all costs for which the contractor shall require payment.

8.6.2 Labor Hour Rates

The contractor shall provide the necessary personnel with at least the minimum qualifications identified in section 6.9 of this document to perform each task assignment in accordance with executed task orders.

The hourly rates for the option years are established below in the event that the Association exercises its option to renew the contract. This document is procurement sensitive and shall not be disclosed outside the Association without the expressed written permission of the Contracting Officer.