



STATE OF ALASKA

**Department of Public Safety
Division of Statewide Services
Information Services Section
5700 E. Tudor Road
Anchorage, AK 99507**

**Request For Proposals
RFP 2010-1200-9226**

Date of Issue: February 5, 2010

**Professional Services Contract, Information Technology
Management Consulting/Project Management,
Alaska State Troopers Records Management System**

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**Robert C. DeGroot
DPS Chief Procurement Officer
Department of Public Safety**

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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01

Return Mailing Address, Contact Persons, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit two (2) original copies of their proposal, in writing, to the DPS Procurement Officer in a sealed envelope. It must be addressed as follows:

Department of Public Safety
Division of Statewide Services
Information Systems Section
Attention: Robert C. DeGroot
Request for Proposal (RFP) Number: 2010-1200-9226
DPS Supply Section
524 E. 48th Avenue
Anchorage, AK 99503-7315

Proposals must be received no later than 1:30 P.M., Alaska time on Friday, February 26, 2010.

Fax and/or electronically scanned/e-mailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER:

Robert C. DeGroot
DPS Chief Procurement Officer
DPS Supply Section
524 E. 48th Avenue
Anchorage, AK 99503-7315
Telephone: (907) 561-1092, extension 233
Fax: (907) 561-9178
E-mail: robert.degroot@alaska.gov

PROJECT DIRECTOR

Lance Ahern
Data Processing Manager
Telephone: (907) 269-5701
Fax: (907) 269-5617
E-mail: lance.ahern@alaska.gov

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately **March 16, 2010** until completion, approximately **March 30, 2011**.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue ***Friday, February 5, 2010***
- Open ***Friday, February 26, 2010***.
- Proposal Evaluation Committee completes evaluation and selects apparent best proposal offer by ***Wednesday, March 3, 2010***
- State of Alaska issues Notice of Intent to Award a Contract by ***Thursday, March 4, 2010***.
- State of Alaska issues contract on ***Tuesday, March 16, 2010***.
- Contract start on ***Wednesday, March 17, 2010***.
- Contract completion on **March 30, 2011**.

1.03

Purpose of the RFP

The Alaska Department of Public Safety, Division of Statewide Services, Information Systems Section, is soliciting proposals for IT Management Consulting services for the primary purpose of providing guidance to the deployment and configuration of a new Records Management System for the Alaska State Troopers, and coordination of strategic integration activities with partner Criminal Justice and Public Safety agencies.

1.04

Budget

The Department of Public Safety, Division of Statewide Services estimates a budget not to exceed \$215,000 USD for completion of this project. No minimum or maximum amount is guaranteed.

1.05

Location of Work

The location of the work is to be performed, completed and managed predominately at the Department of Public Safety on 5700 East Tudor Road, Anchorage, Alaska. The state will provide workspace for the contractor. The State will not provide transportation costs to the site.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
- (b) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- (c) if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06

Assistance to Offerors With a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.07

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and

received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

1.08

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09

RFP Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10

Alternate Proposals

Offerors may only submit one (1) proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11

Right of Rejection

Offerors must comply with all of the terms of the RFP, the State of Alaska Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

1.12

State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. Alaska Statute 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14

Subcontractors

Subcontractors will not be allowed.

1.15

Joint Ventures

Joint ventures will not be allowed.

1.16

Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Public Safety, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18

Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

1.19

Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.20

News Releases

News releases related to this RFP will not be made without prior written approval of the DPS Project Director and the DPS Procurement Officer.

1.21

Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22

Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.24

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-Proposal Conference

A Pre-proposal Conference will not be held for this RFP.

2.03

Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.05

Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07

Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08

Prior Experience

In order for proposals to be considered responsive, Offerors must provide documented experience that they meet these minimum prior experience requirements:

- ***At least two (2) years of IT Consulting, to include software and system analysis, configuration and deployment of complex Enterprise class systems and applications.***

- ***At least two (2) years of Project Management Experience, to include complex Enterprise class IT projects including specification, design, and deployment phases.***

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Additionally, the following are preferred experience factors:

- ***Experience with State and National Criminal Justice and Law Enforcement Computer Systems and law enforcement case management.***
- ***Recent (within the last 5 years) Consulting Experience with Service Oriented Architecture (SOA).***

2.09

Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three (3) state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10

Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the state's request.

2.11

F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

2.12

Alaska Business License and Other Required Licenses

At the time the proposals are opened by the State of Alaska, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute.

An Alaska Business License (ABL) may also be obtained on-line through the Department of Community and Economic Development's web site:

http://www.commerce.state.ak.us/occ/apps/BLEC_Start.cfm

Payment can be made on-line for the ABL using a Visa or MasterCard for payment. The completed ABL can be printed from this web site after credit card payment is accepted.

Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct SIC code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

2.13

Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14

5 Percent Alaskan Bidder Preference (2 AAC 12.260 & AS 36.30.170)

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying by signature that the offeror is eligible to receive the Alaskan Bidder Preference.

2.15

Formula Used to Convert Cost to Points (AS 36.30.250 & 2 AAC 12.260)

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In

the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror	\$40,000
Offeror #2 - Alaskan Offeror	\$42,750
Offeror #3 - Alaskan Offeror	\$47,500

[STEP 2]

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 70% (70 points) of the total of 100 points for cost.

Offeror #1 receives 70 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 70 points.

Offeror #2 receives 65.5 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$42,750 & = & 65.5 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 58.6 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$47,500 & = & 58.9 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.16

Alaskan Offeror's Preference (AS 36.30.250 & 2 AAC 12.260)

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference

will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors; Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17

Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Department of Public Safety conference room in DPS HQ Building, 5700 E. Tudor Road in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.18

Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.19

Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiations, the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for contract award.

2.20

Protest Procedures

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information;

- (a) the name, address, and telephone number of the protester;

- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 " Legal and Contractual Remedies."

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01

Contract Type

This is a fixed cost hourly rate contract. Cost plus a percentage of cost contracts are prohibited by law.

3.02

Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03

Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (Form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05

Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06

Insurance Requirements

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An

offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B² (attached), for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B² must be set out in the offeror's proposal.

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

3.07

Bid Bond - Performance Bond - Surety Deposit

These provisions are not applicable to this contract.

3.08

Contract Funding

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.09

Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

3.10

Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Public Safety or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12

Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14

Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15

Liquidated Damages

Liquidated damages are not applicable to this contract.

3.16

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price

for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Public Safety or the Commissioner's designee.

3.17

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01

Background Information

The Alaska State Troopers (AST) are implementing a new Records Management System (RMS). Previously, this data had been managed within the legacy (mainframe) Alaska Public Safety Information Network (APSIN), within the CASE subsystem. APSIN CASE also supports approximately 20 local law enforcement agencies who maintain records within that system. The Department is also currently designing and testing a new modernized version of APSIN using a systems integrator prime contractor and numerous subcontractors. The new APSIN is scheduled for full deployment in 2012, but significant portions of new APSIN are currently in production.

The new RMS is provided by Niche Technology (<http://www.nicherms.com/>), and will integrate with new APSIN and other criminal justice and law enforcement systems via web services mediated by an Enterprise Service Bus (ESB) utilizing the Microsoft BizTalk 2009 product. It is anticipated that 20 to 50 local law enforcement agencies will utilize the Troopers' RMS as their agency RMS, and the RMS software has been licensed to support this goal.

The Department of Public Safety (DPS) has standardized on Microsoft products and technologies for our software development and service delivery. DPS utilizes Windows 2008 Server (updating from Windows 2003 Server), Active Directory, SQL Server 2008 and SQL Server Reporting Services, BizTalk 2009, and the latest version of Visual Studio for software development.

DPS Statewide Services is seeking IT Management Consulting through the deployment of the RMS to plan and effectively manage the changes that must occur throughout the project.

It is desired to hire a long term consultant with strategic planning, project management, analysis, meeting facilitation and quality assurance experience. These capabilities allow for consistent management style and documentation, and guaranteed availability of resources.

Special Expertise & Experience Required:

- IT Management Consulting experience with State Governments or Public Safety Departments
- Knowledge of the interactions between DPS and partner criminal justice agencies
- Fingerprint based background check for access to confidential systems and data.

Special Expertise & Experience Desired:

- IT Management Consulting experience with Service Oriented Architectures (SOA)
- Knowledge of Enterprise Service Bus (ESB) technologies in a multi-agency environment
- Knowledge of current National Information Exchange Model (NIEM) and Global Justice XML Data Model (GJXDM) issues and requirements is desirable.
- Experience with deployment of an enterprise class multi-agency IT system, preferably an RMS.

SECTION FIVE SCOPE OF WORK

5.01

Scope of Work

The Contractor will be required to provide timely guidance to DPS IT Management on the RMS Project, with a particular focus on strategic planning and implementation. The Contractor will help with environment reviews, facilitate meetings, assist in development of and documentation of Operations and Communications Plans, and other activities related to the Trooper's RMS Project.

5.02

Deliverables

1. In addition the Contractor will be expected to provide semi-monthly reports on the status of the project to include the following:
 - Updated Operational Plans
 - Environment Plans
 - Updated Project Plan and Schedule
 - Other important project updates as they arise
2. In coordination with Project Management staff from the RMS vendor the Contractor will provide bi-weekly steering committee agendas and follow up on action items following the meeting.
3. The Contractor will be expected to monitor all aspects of the RMS Project, with particular focus of Quality Assurance. The contractor will consult and assist in the creation of test scenarios, processes, organizational planning, testing and acceptance of deliverables.
4. The Contractor will assist with coordination of resources and schedules at DPS and partner Criminal Justice and Public Safety agencies to support the successful integration of the AST RMS with related systems at partner agencies.

5.03

Confidentiality Requirements

Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information.

“Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract.

Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

Any material identified as confidential by the RMS vendor or any other contractors on this project under the terms of any contract between DPS and the vendor or contractor.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Oral proposals are not acceptable. Proposals must be submitted in two (2) original copies.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, the project schedule and the contract deliverables.

6.04

Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

6.05

Management Plan for the Project

Offerors must provide comprehensive narrative statements that clearly describe the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

6.06

Experience and Qualifications

Please note the specific experience requirements in RFP Sections 2.08, Prior Experience and 4.01, Background Information.

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title,
- (b) resume,
- (c) location(s) where work will be performed,
- (d) itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

6.07

Cost Proposal

Proposers should identify a single per hour contract rate for Project Management services that includes all direct and indirect costs. A company may choose to include supporting background material in sufficient detail to accurately define these direct and indirect costs for consideration of the evaluation committee.

6.08

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive to the requirements of the RFP. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS RFP IS 100**

7.01

Understanding of the Project (15 Percent – 15 Points)

Proposals will be evaluated against these questions:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02

Experience and Qualifications (35 Percent - 35 Points)

Proposals will be evaluated against these questions:

Contract Personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Company Experience:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

7.03

Contract Cost (40 Percent – 40 Points)

Forty (40) percent of the total RFP evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.04

Alaskan Offeror's Preference (10 Percent – 10 Points)

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01

Attachments

1. Standard Agreement Form/Appendix A
2. Indemnity and Insurance/Appendix B¹