

# STATE OF ALASKA REQUEST FOR PROPOSALS



## APSIN Replacement

RFP 2021-1200-4705

Issued November 30, 2020

Implementation, customization, hosting, and support for a Criminal History Repository, Hotfiles, Statewide Message Switch, and Sex Offender Repository to replace the legacy Alaska Public Safety Information Network

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ISSUED BY:

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety (DPS), Division of Administrative Services, on behalf of Statewide Services (SWS), is soliciting proposals for Implementation, customization, hosting, and support for a Criminal History Repository, Hotfiles, Statewide Message Switch, and Sex Offender Repository to replace the legacy Alaska Public Safety Information Network.

## SEC. 1.02 BUDGET

Alaska Department of Public Safety, Division of Statewide Services, estimates a budget of between \$9 million and \$12 million for the life of the contract. Proposals priced at more than \$15 million will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation and grant allocation.

## SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than January 5, 2021 at 4:30 p.m. prevailing Alaska Time. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet minimum prior experience requirements listed in this section. An offeror's failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

The following table lists minimum prior experience specifically mapped to components of Section 3.03 Deliverables. For each minimum requirement, Offeror must provide the specified number of customer references. Note that the minimum requirements apply to the product itself and can be fulfilled by the offeror and/or included subcontractors. If a subcontractor is contributing to meeting the minimum experience required and is no longer involved in the project, the offeror must provide proof that the minimum experience requirements are still met.

<b>Deliverable Reference</b>	<b>Minimum Requirement</b>
Deliverable #2: Host all server-based components on a SaaS platform operated by, and owned (or controlled) by Offeror	Offeror shall have at least three state-level references to this effect for a minimum of two years. References must be provided for all instances.
Deliverable #4: Provide a Statewide Message Switch (SMS)	Offeror shall have at least five state-level instances of their SMS currently in production for a minimum of three years. References must be provided for all instances.
Deliverable #5: Provide Archive & Audit function derived from the SMS	Offeror shall have at least five state-level instances of their Archive & Audit applications currently in production for a minimum of three years. References must be provided for all instances.
Deliverable #6: Provide a dedicated Secure Messaging application	Offeror shall have at least three state-level instances of their Secure Messaging application currently in production for a minimum of two years. Referenced must be provided for all instances.
Deliverable #7: Provide a Computerized Criminal History (CCH) application	Offeror shall have at least three state-level instances of their CCH application currently in production for a minimum of three years.
Deliverable #7: Provide a Computerized Criminal History (CCH) application	Offeror must have successfully migrated records data from a minimum of five state-level mainframes to a replacement system.

Deliverable #9: Provide a Hotfiles application	Offeror shall have at least three state-level instances of their Hotfiles application currently in production for a minimum of two years.
Deliverable #10: Provide a Sex Offender Registry (SOR) application	Offeror must have experience implementing CJIS and SORNA-compliant sex offender registry systems for at least two existing state-level clients and must have experience providing the service/solution for a minimum of two years.

**Additional Minimum Requirement**

- If Offeror proposes subcontractor(s), a minimum of three references from subcontractor’s customers must be provided to characterize the subcontractor’s capabilities and performance.
- Subcontractor references will not be considered as part of the ten deliverable-based minimum requirements listed in the table above.

**SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

**SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. The deadline for questions is December 21, 2020 at 4:30 p.m.

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.

PROCUREMENT OFFICER: Kelly Pahlau – PHONE: 907.269.8493 – EMAIL: [kelly.pahlau@alaska.gov](mailto:kelly.pahlau@alaska.gov)

**SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit one electronic copy via email; the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [DPS.DAS.Solicitations@alaska.gov](mailto:DPS.DAS.Solicitations@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at (907) 269-8493 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 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.

## SEC. 1.09 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.

## SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

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.

## SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	DATE
Issue Date / RFP Released	November 30, 2020
Pre-Proposal Conference	December 7, 2020 @ 9:30 a.m.
Deadline for Questions	December 21, 2020 at 4:30 p.m.
Deadline for Receipt of Proposals / Proposal Due Date	January 5, 2021 at 4:30 p.m.
Offeror Demonstrations	The week of January 11, 2021
Proposal Evaluations Complete	The week of January 18, 2021
Notice of Intent to Award	The week of January 25, 2021
Contract Issued	The week of February 15, 2021

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.

## SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:30 a.m. Alaska Time, on December 7, 2020 via Microsoft Teams. Offerors must contact the procurement officer for a Microsoft Teams invitation to the meeting prior to December 7, 2020. The purpose of the conference is to discuss the work to be performed with the prospective offerors and

allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

### **SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one 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.

### **SEC. 1.14 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Refer to APPENDIX-APSIN Glossary for acronyms and terms related to APSIN.

The Alaska Department of Public Safety is recognized by the FBI's Criminal Justice Information Services as the state's CJIS Systems Agency, according to the CJIS Security Policy. As CSA, DPS operates the Alaska Public Safety Information Network. APSIN supports many dimensions of statewide law enforcement, including the following.

- APSIN is Alaska's Computerized Criminal History (CCH) – the CJIS repository of all Alaska criminal history. The Alaska Automated Biometric Identification System (AABIS) automatically delivers fingerprint-based arrest information to APSIN to establish many criminal history records.
- APSIN contains the state's Sex Offender Registry (SOR).
- APSIN provides automated query and update transactions to local law enforcement agencies through the Law Enforcement Interface (LEI).
- APSIN provides real-time law enforcement queries of driver, registration and motor vehicle data from the Division of Motor Vehicles.
- APSIN contains Alaska's "Hotfiles" functions: wants/warrants, missing persons, stolen vehicles and other stolen property, in-state locates, etc.
- APSIN handles all automated communications with FBI CJIS systems, and with other states and jurisdictions via the International Justice and Public Safety Network (usually referenced as "Nlets").
- APSIN supports jurisdictions that still use APSIN's antiquated means of Unified Crime Reporting to the FBI.
- APSIN supports related noncriminal public safety business processes:
  - Applicant fingerprinting and background-check processes (including interfaces to the FBI via AABIS)
  - Alaska Concealed Handgun Permit (ACHP)
  - Licensee notifications (for example, childcare workers or security guards arrested or convicted of crimes)
  - Fish and Wildlife Protection offenses

Alaska Department of Public Safety personnel and local contractors built APSIN in 1983-84 to manage the state's Criminal History repository. APSIN is homegrown, custom software based on mainframe software technology: a mixture of batch processing, CICS, Cobol and Software AG products including Natural, Adabas and EntireX Communicator (known as "Broker").

#### **APSIN and the PAT Message Switch**

Software communication between APSIN and DPS's law enforcement partners is provided by the Pacific Applied Technology (PAT) message switch. The PAT switch is a proprietary suite of mainframe Assembly Language programs.

APSIN, in conjunction with the PAT message switch, provides interfaces between DPS and its many partners: local law enforcement, military, FBI, and all jurisdictions that use Nlets – states, territories, federal agencies, Canadian provinces and territories, etc.

Support of APSIN is provided by one DPS programmer and one contractor. The mainframe skills of the two are increasingly rare in the labor market, and all new DPS application development uses modern, non-mainframe Microsoft technologies.



Unlike APSIN, the PAT switch cannot be maintained by DPS personnel and contractors. It is provided as machine executables and is supported by the individual who wrote the software. Scarcity of support resources for the message switch poses a growing risk to operational continuity of APSIN should the vendor become unavailable.

**Law Enforcement Interface (LEI)**

APSIN’s Law Enforcement Interface provides local law enforcement customers an automated interface to APSIN. The LEI is built in the same application space as APSIN proper: Natural programs running in CICS. LEI query responses are returned to the requesting customer in a 24-line, 79-column text “page” that simulates the corresponding APSIN mainframe 3270-screen display.

Customers connect to the LEI using a licensed TCP/IP client/server package from Pacific Applied Technology. The customer’s PAT software connects their CAD/RMS system to the LEI through the PAT message switch. Presently there are seventeen local law enforcement agency connections in production.

Some transactions are processed in both APSIN and NCIC, with LEI and NCIC responses returned in the right order, correlated by the requester’s MsgUID field. For example, LEI transaction QPB “Query Person Basic” will pull data from APSIN and DMV into the APSIN LEI response message(s), and submit a QWA message to NCIC. The LEI response will be returned to the requester (multiple pages may be sent if the person has wants/warrants in APSIN), and when PAT receives the NCIC response (almost always in sub-second time), that is relayed with the MsgUID.

The same LEI customers interact directly with the FBI and Nlets via “pass-through” messages processed by the PAT switch. Pass-through messages are only touched by the switch; they are not processed by any other DPS software.

**Current APSIN Overview Diagrams**

Diagrams in *APPENDIX-APSIN Diagrams* describe the business context of APSIN and the PAT message switch, and to a degree, the platforms that host the software. The table below summarizes the diagrams. The diagrams are high-level essentials from a large multilevel data flow Visio document.

In the attached PDF documentation, you may navigate using [Yellow-with-red-text](#) active links among the diagrams listed below.

Label	Diagram	Summary
8.Legacy APSIN Overview	Legacy APSIN Overview	The diagram shows how APSIN and the PAT message switch fit into the business processes of AABIS fingerprint processing (including flows with FBI, Nlets and III); Alaskan law enforcement partners; and the platform (IBM mainframe) and teleprocessing environment (CICS, including the PAT switch).
8a.Legacy APSIN+SOR	Legacy APSIN & SOR Overview	The diagram shows the context and interrelationships of Sex Offender Registration in APSIN, the SOR Office App, the Alaska Sex Offender/Child Kidnapper Registry public web site, and the National Sex Offender Public Website.
8b.Legacy APSIN Bail Conditions	Legacy APSIN Bail Conditions	The diagram shows the scheme for an APSIN screen to display bail conditions from an Alaska Courts System web service.
9a.Top.0	DPS APSIN and PAT Message Switch Flows	The diagram shows the scheme of messages flowing into and out of APSIN programs, enabled and triggered by the PAT message switch.

Label	Diagram	Summary
9b.DPS.0 In	DPS Interface Software – Incoming	The diagram shows how messages from outside entities are passed by the PAT message switch into APSIN, and how the PAT switch starts APSIN transactions to process business transactions.
9c.DPS.0 InA	Purge and Audit PRJ-NCIC-MESSAGE records	The page summarizes the mainframe batch processes that archive all messages processed through the PAT switch, including “pass-through” messages between non-DPS Alaskan ORIs and outside entities. (The switch is a statewide switch servicing all authorized ORIs, not just DPS.)
9d.DPS.0 Out	DPS Interface Software - Outgoing	The diagram shows the flow of messages generated by APSIN software to transmit to outside entities using the PAT message switch.
9e.PD80.1.PRJD800P	Process Law Enforcement Interface (LEI) transactions	The diagram is included here to show how LEI transactions are handled after being dispatched as a CICS PD80 task from the PAT message switch.
9f.PD80.3.PRJD700P	Law Enforcement Interface gateway	The functional entry point to the LEI. PRJD700P is a COBOL program that starts a Natural session with a parameter of the Natural driver for the LEI Message Key requested by the LEI partner.
9g.PD80.3.PRJD700Pa	Highlights of LEI documentation	This diagram is a “visual table of contents” of detailed LEI user and technical documentation that will be available to Offeror that replaces APSIN and the LEI.

***APSIN Future Overview Diagram and Legend***

6.APSIN Future in *APPENDIX-APSIN Diagrams* depicts the hypothetical target ecosystem of APSIN in the future. It shows how the most important external organizations will relate to APSIN through its new Statewide Message Switch (SMS).

The number assigned to each flow arrow on the diagram corresponds to a row in the 6a.Legend-x series of pages in the same appendix. Each diagram-component is described in the table. The components of highest interest to DPS in the RFP are highlighted and emphasized:

1. Statewide Message Switch (SMS)
2. Message Archive and Retrieval
3. Computerized Criminal History (CCH)
4. Sex Offender Registry (SOR)
5. Hot Files replacement (Hot Files)
6. Secure Messaging
7. Integrated User Interface (UI)

The Message Archive and Retrieval component (2) is not pictorially represented on the diagram. It is conceived of as incorporated into the Statewide Message Switch component, described in Row 0 (SMS) of the Legend table.

The UI component (7) is not represented on the diagram, but it is part of the highlighted description of other essential rows:

“A GUI-based, CJIS-compliant element of the APSIN workstation environment.”

The 6a.Legend-x pages and subsequent 7.Data Exchanges of the same appendix help provide a fuller picture of how DPS envisions the future “ecosystem” of APSIN.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Public Safety, Division of Administrative Services, on behalf of Statewide Services, is soliciting proposals for products and services that will:

- Replace APSIN
- Replace the PAT message switch
- Enable DPS to abandon the IBM mainframe platform
- Comply with the state and federal CJIS Security Policies (all phases must do so)

APSIN and PAT will be replaced by a unified solution comprised of modern “commercial off the shelf” (COTS) components running on a Software-as-a-Service (SaaS) platform:

- Statewide Message Switch (SMS) conformant to FBI CJIS requirements for scope, operation, security, archival and retrieval
- Archive & Audit database application optimized for searching historical SMS data
- Computerized Criminal History (CCH)
- User workstation secure-messaging communication with NCIC, Nlets and nationwide law enforcement partners via the SMS
- Hotfiles (NCIC and in-state)
- Sex Offender Registry (SOR)
- The solution must be hosted as SaaS on Tier III (or higher) data center infrastructure owned or controlled by the solution provider.

This will be a multi-year, three-phase project. Conclusion of each phase provides DPS:

- A stable environment in which to operate the product(s) just implemented while the next project phase is executed
- Incremental sign-off by phase, with milestone payments within each phase
- Manageable increments of funding requested by DPS

During all three project phases, the DPS Application Team will adapt several applications and interfaces to integrate with Offeror’s solution.

- Offeror’s methodology and management plans must enable Offeror and the DPS Application Team to coordinate the development of integration points between Offeror products and existing DPS applications.
- Offeror’s Integration and System testing plans must incorporate all the touchpoints between Offeror products and the DPS applications and interfaces to be integrated with them.

**Phase 1**      *In APPENDIX-APSIN Diagrams, see:*

*1.Phase 1-SMS*

*8.Legacy APSIN Overview*

I think this sentence should be changed to: "Each of the following DPS requirements shall be evaluated against the capabilities of the "out of the box" offeror products to identify any possible gaps. The successful offeror will collaborate with DPS to create and implement custom solutions to address any gaps.

Position the new SMS between the existing PAT message switch and all outside connectors. Except for Nlets (see third main bullet below), all messages inbound to the PAT switch pass through the SMS and are relayed

unaltered to the PAT switch. Except for Nlets (third main bullet below), all messages outbound from the PAT switch pass unaltered through the SMS to their destination.

- Implement Offeror's User Interface, required to be a unified GUI that ties together all COTS solution components.
- Implement Offeror's Message Switch (referenced in the RFP as Statewide Message Switch or SMS).
  - The SMS is enabled as the new endpoint for all external connections formerly connecting to the PAT switch. Ideally, the connections of the SMS to connecting partners are indistinguishable by the partner as anything but normal PAT switch connections (for example, heartbeats and heartbeat acknowledgments used by the PAT protocol to keep connections alive).
- APSIN uses a special product called the Nlets Sockets Protocol Adapter to communicate with Nlets. The NSP Adapter transforms legacy NCIC-format ("MFC/value.") messages from APSIN/PAT into Nlets web-service calls using XML, and transforms XML messages received from Nlets into NCIC-format notation to be relayed back to PAT. During this project phase, Offeror's SMS supersedes and replaces the NSP Adapter.
- Implement Offeror's Archive & Audit for the SMS.
- Before any Phase 1 components are put into production, Offeror will host two DPS representatives at Offeror's SaaS installation. DPS will audit the installation for full compliance with the CJIS Security Policy.

Help DPS plan future integration opportunities enabled by the SMS.

- With DPS, develop a roadmap for prioritized justice systems integrations.
- With DPS, document the methodology to integrate the SMS with DPS's SOA strategy.

**Phase 2**      *In APPENDIX-APSIN Diagrams, see:*

*2.Phase 2-Secure Messaging*

In each of the following aspects, analyze DPS requirements and gaps with the "out of the box" Offeror products. Collaborate with DPS to create an agreed upon design and implement the agreed solution.

Implement Offeror's Secure Messaging component. Connected directly to the SMS (totally independent of the PAT message switch), it can interact with all traditional APSIN partners, for example: queries of NCIC, III and NICS; and direct messages to law enforcement agencies nationwide. New opportunities to extend the utility of the SMS and enhance statewide law enforcement and justice operations are enabled by availability of the SMS to all users of the Secure Messaging component.

Review the justice systems integration roadmap produced in Phase 1 for opportunities that Secure Messaging can fulfill. Update and refine the roadmap accordingly.

If DPS and Tribal Access Program agencies should ever partner, TAP agencies may interact with not just NCIC, but all the DPS justice agency partners and nationwide ORIs reachable through the SMS.

**Phase 3**      *In APPENDIX-APSIN Diagrams, see:*

*3.Phase 3-CCH, SOR, Hotfiles*

*4.NICS*

*5.DMV Person*

*8.Legacy APSIN Overview*

*8a.Legacy APSIN+SOR*

*8b.Legacy APSIN Bail Conditions*

In each of the following aspects, analyze DPS requirements and gaps with the “out of the box” Offeror products. Collaborate with DPS to create an agreed upon design and implement the agreed solution.

The core components that replace legacy APSIN are implemented:

- Implement Offeror’s Computerized Criminal History (CCH) product.
  - In conjunction with analysis of the DMV Person Interface, ensure Person record consolidations are consistent; and that CCH queries using an abandoned unique ID (a.k.a. SID), return the consolidated record with notification that this is a consolidated SID.
  - Requirements analysis of the CCH includes Offeror’s solution to process records from DHSS Division of Public Health (DPH) indicating death of a subject on the Person file.
  - Customize Offeror’s CCH so it queries the Court Bail Conditions Web Service to detect if bail conditions exist for the subject. If bail conditions exist, display them.
  - Enable Alaska as a National Fingerprint File (NFF) state. Preparation for NFF includes an NFF Onsite Assessment by the Compact Council Compact Team, in which Offeror and DPS will participate.
  - If Alaska legislation has mandated DPS participation in the FBI NGI Rap Back Service, integrate the CCH with changes made in Western Identification Network (WIN) AABIS to support the mandate.
  - The NFF Assessment will guide changes to DPS’s custom in-house AABIS software. Offeror and DPS will coordinate how the CCH and AABIS will be integrated.
  - In conjunction with analysis of the NICS Index Interface, ensure the combined CCH and NICS Interface Design satisfy requirements of:
    - Brady Act of 1993 – Title 18 U.S. Code § 922 (g)(1) through (g)(9), and 922(n)
    - Fix NICS Act of 2017
    - Alaska statutes and regulations
- Implement Offeror’s Sex Offender Registry (SOR) product.
  - Requirements analysis will recognize gaps between Offeror’s tool and Alaska-specific business rules, for example: Alaska statutes and regulations do not allow full SORNA compliance; and entry into SORCR of out-of-state convictions.
- Implement Offeror’s Hotfiles product.

Offeror implements their Alaska APSIN customizations for interfaces:

- NICS Index Interface
  - In conjunction with analysis of the CCH, ensure the combined CCH and NICS Interface Design satisfy requirements of:
    - Brady Act of 1993 – Title 18 U.S. Code § 922 (g)(1) through (g)(9), and 922(n)
    - Fix NICS Act of 2017
    - Alaska statutes and regulations
- DMV Person Interface
  - In conjunction with analysis of the CCH, ensure Person record consolidations are consistent; and that CCH queries using an abandoned unique ID (a.k.a. SID), return the consolidated record with notification that this is a consolidated SID.
- Law Enforcement Interface (LEI)
  - In a way that minimizes changes required of LEI partner systems, replace APSIN’s Law Enforcement Interface or configure Offeror’s products to provide equivalent capability.
- Integrate Peak Performance Solutions components used in Alaska:
  - nexTEST

- CJIS Validations
- CJIS Audit
- CJIS Online
- CJIS Launchpad

If Offeror is a Peak partner or reseller, rationalize agreements between Offeror, Peak, and DPS to eliminate redundant license costs to DPS.

Historical data in APSIN is loaded into the new component databases. Mainframe APSIN and the PAT message switch are decommissioned.

**To support the scope of Phases 1, 2 and 3, the following activities will be performed by Offeror:**

- Conduct project management of all three phases.
- NCIC requires states to have implemented web service-based communication with the Next Generation Identification Program (NGI) by the deadline of September 30, 2022, after which TCP/IP communications will be disabled. Assuming Phase 1 of the APSIN project has been implemented by the deadline, Offeror will ensure the SMS is prepared to communicate according to NGI rules when the deadline occurs, regardless of what project phase has been reached on the APSIN project.
- Collaborate with DPS business, technical and consultant support throughout the project in the following areas:
  - Analyze and map business requirements to Offeror's products
  - Primary interfaces, particularly Computerized Criminal History integration with the existing Alaska Automated Biometric Identification System (AABIS)
  - Map and migrate APSIN legacy data into the new solution
  - Plan and execute testing, quality assurance and quality control
- Provide system documentation for all Offeror products.
- Perform legacy data migration support for Criminal History, Hotfiles and Sex Offenders.
- Train DPS users and DPS Information Services support personnel.
- Post Award Requirement – OIT Service Alignment Conference
  - Offeror must include project activities to reach agreement with the State of Alaska Office of Information Technology (OIT) and DPS Statewide Services staff on OIT support services needed, and identify any gaps. Offeror must work with OIT and DPS SWS staff to develop a plan of action to address and resolve any identified gaps.
  - As part of project kickoff activities, OIT and the DPS representatives will meet with Offeror's execution team for a Service Alignment Conference. The goal of this conference will be to agree on the necessary OIT services required to support the execution of the procurement, and to begin high-level planning for these services. To support this activity, Offeror will conduct a technical overview and dependencies presentation that summarizes the hosting integration plan for the solution, along with any other anticipated dependencies on the State IT environment. Using the information in the presentation, the solicitation, the proposal, and the final contract, OIT will then produce a list of OIT service areas supporting execution of the procurement, and list of any gaps identified by the OIT Service Alignment Conference team. Gaps identified may include services or products OIT does not support, OIT staffing constraints, or other gaps.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately January 15, 2021, for approximately three to five years for implementation, as well as five, two-year renewal options, approximately January 15, 2036.

The approximate contract schedule is as follows:

Phase 1: Calendar year 2021

Phase 2: Calendar year 2022

Phase 3: Calendar years 2023-2025

Ongoing Support and Maintenance: Completion of implementation – 2036, divided with renewal options every two years to be exercised at the sole discretion of the state.

If funding and the Offeror's resources permit, the work schedule may be accelerated at the state's discretion, and in agreement with the Offeror.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Section 3.01 Scope of Work describes where the following deliverables fit into the phases of the project. Section 3.01 Scope of Work also specifies requirements for integrating these deliverables. Section 3.03 Deliverables describes deliverable-specific requirements.

1. The overall solution must:
  - a. Fully comply with the CJIS Security Policy.
  - b. Be a comprehensive set of modern and robust, Commercial Off-the-Shelf (COTS) components that constitute a unified solution in which the message switch is integrated with each application component listed below.
  - c. As COTS applications, the system components must be full-functioned and uniformly maintained and upgradable for all jurisdictions that use Offeror's system while enabling continuity for configurations and functional customizations used by the agency customers.
  - d. Provide environments for Production (including fail-over), Training and Test.
  - e. Offeror's operating platform and service structure must provide 24/7 production support with 99.9+% availability of all components of the system (message switch and applications) including planned and unplanned downtime, and hardware and software errors.
  - f. Provide flexibility and extensibility to adapt to evolving industry standards and increasing transaction volumes.
  - g. Provide an easy and cost-efficient way for DPS administrative users to design, test and implement new transaction types without requiring the system to be brought down.
  - h. Allow authorized administrative users the ability to configure software features to the changing needs of law enforcement and justice administration in Alaska.
  - i. Incorporate in all components modern, advanced authentication methods using the most current CJIS certified encryption (currently FIPS 140-2).
  - j. Incorporate in all components role-based security compliant with the current release of the FBI's CJIS Security Policy.

- k. Include a Help system with comprehensive, easily understood documentation that to a great degree is user-context sensitive.
- l. The system components as a whole (particularly the data center/SaaS platform and its networking; the Statewide Message Switch (SMS); and the Computerized Criminal History and Sex Offender Registry applications) must be robust enough to efficiently handle Alaska’s transaction load shown in the following table.

Assume Alaska’s SMS load will grow 10% the first year (after Phase 1 SMS implementation); 20% the second year (after Phase 2 Secure Messaging implementation – due to the richer Message Key scope and enhanced usability of both SMS and Secure Messaging); and 10% annual increases after that.

Type of transaction	Average monthly count
Online APSIN user transactions (CCH and SOR)	2,122,000
Nlets transactions	416,000
Interstate Identification Index (III) transactions	34,000
National Crime Information Center (NCIC) transactions (includes Hotfiles, NICS and SOR)	231,000

- 2. Host all server-based components on a SaaS platform operated by, and owned (or controlled) by Offeror.
  - a. Offeror must provide hosting of their application products on their own data center (or hosting infrastructure controlled and operated by Offeror) which must be rated at Tier III or higher. Whether Offeror proposes their own data center or a cloud-based SaaS, the environment must fully comply with the CJIS Security Policy.
  - b. All server-based components must be supported by a fault-tolerant, high-availability architecture through use of a well-described combination of virtualization, redundancy, clustering, automated monitoring of hardware and operating system failures, etc.
  - c. The overall system must allow application upgrades to be seamlessly installed and activated without significant outage of the application and with no perceptible disruption of the message switch.
  - d. Offeror must provide a frequent extract (at a minimum, daily) of the application data from the CCH, Hotfiles, and SOR databases to a SQL Server controlled by DPS.
  - e. Optional (not an RFP requirement): Offeror is encouraged to explain its hosting offerings that could be used by State of Alaska DPS partner justice agencies.
  - f. Offeror shall explain an overall plan for disaster recovery (DR) in case of disruption of its data center. The plan must encompass the message switch, all the application components and communication links between the system and its partners (NCIC, III, Nlets, local law enforcement, etc.). The plan can rely on, at a minimum, installing a complete DR system on the South Anchorage Data Center, on which most DPS applications and databases are already installed. *If Offeror has other DR configurations that balance annual costs with simplicity and effective failover to a DR site, DPS welcomes Offeror recommendations.*
- 3. Provide a unified User Interface (UI)
  - a. End-user access to all Offeror’s applications must be provided by a unified graphical user interface (GUI) that provides a “single application” experience. This includes all components listed in this section of the RFP:
    - Statewide Message Switch (SMS)
    - Archive & Audit
    - Secure Messaging
    - Computerized Criminal History (CCH)
    - Hotfiles
    - Sex Offender Registry (SOR)



- b. Provide products according to the following numbers of DPS-estimated end users:

Application component	Production	Test	Training
SMS Administrators (security, configuration, MKE creation, etc.)	15	15	5
User Interface (UI) – assume these as the universe of all end-users, most of whom only use CCH. They are authorized usage of applications based on their job duties.	3,200	50	50
Archive & Audit Administrators (configuration, code tables, etc.)	25	10	10
Secure Messaging	2,500	50	50
Computerized Criminal History (CCH) Administrators (configuration, code tables, etc.)	10	10	10
Hotfiles Assume Hotfiles is a database and programming underlying the CCH, hence all CCH users have intrinsic Hotfiles access subject to their CCH profile.	n/a	n/a	n/a
Sex Offender Registry (SOR) Administrators (configuration, code tables, etc.)	10	10	10

- c. The UI must provide DPS administrative users all the system and configuration controls available for each component.
- d. The UI must provide the most current CJIS certified encryption (currently FIPS 140-2) communication within the network and the server components of the system.
- e. User security profiles must be role-based and administered by DPS administrative user(s).
- f. The UI must allow operations based on the user's security profile, constrained by restrictions (if any) set for the workstation being used. For example, a user with administrator access cannot perform functions prohibited for a workstation installed in a public or minimally secure work area. Conversely, a limited user can only perform operations allowed by their security profile, no matter what workstation they are using.
4. Provide a Statewide Message Switch (SMS)
- Must incorporate a CJIS-compliant role-based user repository and must contain application security controls of the SMS and attached applications. Security repository includes authorities allowed or restricted for workstations and other devices.
  - Must support modern, advanced authentication methods and integrate with application modules using the most current CJIS certified encryption (currently FIPS 140-2).
  - Must enable administrative user(s) to configure (without need of Offeror) new users, locations, groups, ORI's, application endpoints and message interchanges; and new edits, code-table values and business rules. All changes are activated effective without needing to restart the SMS or other applications.
  - Must connect with partners using diverse technologies (ex. REST, web services, Nlets, and NCIC TCP/IP).

- e. Must provide interfaces to all current NCIC, III, and Nlets transactions, including field and business-rule edits and reference code-tables (such as NCIC code values).
  - f. Must provide advanced management tools (i.e. transaction log retention and access, advanced search capabilities, automatic back-up and recovery, etc.).
  - g. Must provide full recovery and processing of messages and associated application transactions interrupted by events such as hardware or network failures.
5. Provide Archive & Audit function derived from the SMS
- a. The Archive & Audit component must retain SMS records at least as long as is required by CJIS Policy.
  - b. The Archive & Audit component must have easy-to-use queries and a sophisticated reporting facility enabling complex, indexed searches that do not affect the performance of the SMS.
6. Provide a dedicated Secure Messaging application
- a. Must contain instant tooltip-like descriptions of message field codes to help the user understand incoming message contents.
  - b. Must be able to prepopulate an outgoing message based on the contents of a received message: for example, when the user receives a hit from NCIC, the user should be able to propagate data from the hit to their outgoing YQ message.
  - c. Must be able to display photos and other images in a received message and embed them in outgoing messages.
  - d. Must include a simple command-line interface for users who know simple message structures to enter a raw message very quickly.
  - e. Must include easy-to-use message forms with field format and cross-field edits specific to federal (NCIC, III, NFF, NICS, etc.) and Nlets transaction types.
7. Provide a Computerized Criminal History (CCH) application
- a. Must be designed to integrate the query and update processes performed by the external Alaska Automated Biometric Identification System (AABIS) and the FBI Interstate Identification Index (III) and Disposition Data via Machine Readable Data (MRD) processes.
  - b. Must provide full support of the FBI III National Fingerprint File (NFF) program, including all of the asynchronous messages between states, III and NFF. Alaska is not an NFF state but intends to become one with the aid of the functionality of the new CCH component.
  - c. Must include in-state Rap Back functionality to notify licensing, employment, volunteer and other non-criminal justice agencies regarding triggering events specified by DPS during CCH configuration. Rap Back should be robust enough to disseminate a standardized RAP sheet to subscribers.
  - d. Must be configurable to interact with the FBI's NGI Rap Back Service.
    - If Alaska legislation mandates DPS participation in the FBI NGI Rap Back Service, the CCH will be integrated with changes made in WIN AABIS to support the mandate.
  - e. Must consistently process Person record consolidation as described in Phase 3 CCH scope.
  - f. Must automatically integrate Person data from the DMV Person Interface and DHSS DPH "Death file" (see Phase 3 CCH scope).
  - g. Must support the requirement to make DPS an NFF state (see Phase 3 CCH scope).
8. Provide the full complement of FBI and Nlets message keys across the solution
- As a whole, the SMS, CCH and Secure Messaging components must be equipped and configured to provide all transactions defined in the current NCIC Operation Manual and NCIC Code Manual, the Interstate Identification Index (III) / National Fingerprint File Operational and Technical Manual, the FBI's Disposition Submission via Machine Readable Data Manual, and all the Nlets transactions as defined in the current Nlets User and Technical Guide and Nlets User Policy Manual.
9. Provide a Hotfiles application

- a. Must automatically synchronize with NCIC.
  - b. Must be adapted to include items of interest only to Alaska law enforcement without inhibiting interoperation with NCIC.
10. Provide a Sex Offender Registry (SOR) application
- a. Must store an image of the NCIC record for each state entry and maintain synchrony with the NCIC record.
  - b. Offeror's SOR application and integration design must fulfill all the functional areas depicted on 8a.Legacy APSIN+SOR in *APPENDIX-APSIN Diagrams*:
    - Sex Offender Registration and SOR Central Repository (SORCR) functions.
    - Loading of data from the SOR database (including photos) into the existing DPS web site, or replacement of the website application with the Offeror's public website.
    - Make all appropriate SOR data accessible to the National Sex Offender Public Website through web services.
    - Handle Alaska-specific business rules established during requirements gathering (see Phase 3 SOR scope).
  - c. For consistency with the rest of the COTS components of the APSIN replacement, DPS prefers Offeror to provide their own COTS tool for SOR. But it is acceptable for this component to be an instance of the Sex Offender Registry Tool (SORT) provided by the U.S. Department of Justice, Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART).
11. Provide an ad hoc CRUD facility
- a. DPS support staff occasionally need to directly, in real time, access production database objects in the CCH and SOR. Offeror must provide an ad hoc Create, Read, Update, Delete (CRUD) interface that can be used in situations such as when:
    - A software defect has not been resolved but operational data must be rectified on an individual subject
    - The CCH, SOR or other solution components do not provide a direct means of updating a field
12. Provide an automated NICS Index Interface
- APSIN has a highly developed, automated interface to report individuals to the National Instant Criminal Background Check System (NICS). The interface prevents felons and fingerprint-identified Misdemeanor Crimes of Domestic Violence (MCDV) offenders flagged in III from being redundantly marked for firearms prohibition on the NICS Index. It ensures only one NICS Record Identifier (NRI) is maintained on the Index at a time for Alaska entries.

The interface implements the following NICS transactions:

1. EDP – Add NICS Index Record
2. XDP – Cancel NICS Index Record
3. MDP – Modify NICS Index Record
4. SDP – Supplement NICS Index Record
5. QDP – Display NICS Index Record

These NICS transactions implemented in Alaska are documented in the following documents (accompanying the RFP):

File name	Description
Appendix 10 - NICS Indices.pdf	National Instant Criminal Background Check System (NICS) NNICS-26 Interface Control Document (ICD) Appendix 10: NICS Indices Adds/Updates Specifications Version 4.2 - December 14, 2018 CJIS Document Number: NICS-DOC-05903-4.2
20110105_NICS_ICD_AppF_Federal_Message_Formats.doc	NICS Interface Control Document Appendix F Federal Agency Message Formats
20110304_NICS_ICD_AppD_NICS_Message_Field_Code_Tables.doc	APPENDIX D – GLOSSARY MESSAGE FIELD CODES - NICS

The interface processes these types of APSIN records when calculating NICS Index status:

1. Mental Health records
2. Felonies
3. Misdemeanor Crimes of Domestic Violence (MCDV)
4. Protective orders
5. State Prohibitor 'J' for Conditions of Probation

Offeror's NICS Interface, in conjunction with the CCH, must satisfy requirements of:

1. Brady Act of 1993 – Title 18 U.S. Code § 922 (g)(1) through (g)(9), and 922(n)
2. Fix NICS Act of 2017
3. Alaska statutes and regulations

4.NICS in APPENDIX-APSIN Diagrams shows the logic flow of APSIN's calculation of NICS Index status.

13. Provide an Alaska DMV Person Interface

Offeror must implement a custom replacement of the interface between DMV's ALVIN and APSIN. 5.DMV Person in APPENDIX-APSIN Diagrams shows DPS's initial conception of the interface.

Not all Alaskan criminal history is fingerprint-based, hence DPS "pre-populates" and matches into APSIN all Person data (including SSN, DOB, address, etc.) from the Division of Motor Vehicles (DMV) for holders of Alaska driver licenses (ADL) and state ID cards.

The CCH must be configurable to receive and match DMV data into the CCH Person file and modify it as changes occur at DMV. APSIN's existing interface updates from DMV in real time with a nightly "true-up" batch process. Offeror's interface must be designed to update the CCH Person file at least hourly.

In conjunction with analysis of the CCH, ensure consistent Person record consolidations; and that CCH queries using an abandoned unique ID (a.k.a. SID), return the consolidated record with notification that this is a consolidated SID.

14. Adapt the solution to support the Law Enforcement Interface (LEI)

Offeror must replace APSIN's Law Enforcement Interface or configure their products to provide equivalent capability. LEI customers cannot afford to engage their vendors to completely rework how CAD/RMS applications interact with the LEI. Offeror's RFP response and project plan must describe how to minimize disruption of DPS LEI partners as they adapt to LEI replacement.

The LEI is described in Section 2.01 Background Information. Accompanying the RFP is a copy of the current LEI customer documentation.

File name	Description
APSIN Law Enforcement Agency Interface.pdf	Complete customer documentation of the DPS APSIN Law Enforcement Interface. Chapter 1 includes framing and headers for messages sent to and received from the PAT message switch.

The current LEI customers use these CAD/RMS and mobile products:

DPS LEI partner	Vendor
Alaska State Troopers CAD	TriTech*
Anchorage PD	PSSI
Anchorage PD CAD Wasilla PD	Tiburon*
Anchorage PD mobile	BIO-Key
Fairbanks PD Sitka PD	Sunguard-HTE
Juneau PD mobile	VisionAIR*
Kenai Dispatch	New World Systems
Ketchikan PD	Enterpol
Kodiak PD Palmer PD Petersburg PD Skagway PD Valdez PD	Spillman
National Park Service ARCC	CIS
US Army/DoD (Ft. Wainwright, Ft. Greeley) - Interface in Progress	Iberon
* Tiburon, TriTech and VisionAIR are products and brands subsumed by the vendor known as CENTRALSQUARE.	

## 15. Position Alaska to integrate major Justice Systems

### Background

The State of Alaska established its Multi-Agency Justice Integration Consortium (MAJIC at <http://akmajic.org>) with this mission statement:

*To help agencies more efficiently share complete, accurate, timely information in order to enhance the performance of the criminal justice system as a whole.*

Advancing Alaska's MAJIC mission can be assisted with federal grant funding, as explained in the "OJP Special Condition Language" of the US Dept. of Justice, Office of Justice Programs, Bureau of Justice Assistance (DOJ, OJP, BJA):

*In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this*

*particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:*

[http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition)

DPS anticipates the modern technology and advanced features of the APSIN replacement make possible robust support of the MAJIC mission, such as the following types of interagency integration:

- Disposition and Dismissal information to DPS from the Alaska Court System (Courts)
- Criminal referral to state and local prosecutors from DPS and local law enforcement
- Decline to Prosecute to DPS from state and local prosecutors
- Indictment information to DPS from state prosecutors and/or Courts
- Custody information to DPS from the Department of Corrections (Corrections)
- Bail conditions and probation information to DPS from Courts and Corrections
- Want/Warrant information coordinated between DPS and Courts
- DMV Person and Vehicle data to DPS

See rows 20-25 of [6a.Legend-2](#) in *APPENDIX-APSIN Diagrams* for descriptions of what is envisioned for some of these integrations.

The major products in use by State of Alaska agencies participating in MAJIC are:

Alaska state agency	Alaska system name	Vendor
Alaska Court System  <a href="http://courts.alaska.gov/home.htm">http://courts.alaska.gov/home.htm</a>	CourtView	Equivant  <a href="https://www.equivant.com/">https://www.equivant.com/</a> <a href="https://www.equivant.com/case-management-for-courts/">https://www.equivant.com/case-management-for-courts/</a>
Department of Law  <a href="http://www.law.state.ak.us">http://www.law.state.ak.us</a>	Prosecutor by Karpel (PBK)	Karpel Solutions  <a href="https://www.prosecutorbykarpel.com">https://www.prosecutorbykarpel.com</a>
Department of Corrections  <a href="https://doc.alaska.gov">https://doc.alaska.gov</a>	Alaska Corrections Offender Management System (ACOMS)	No vendor. ACOMS is an adaptation of the NCOMS (now-disbanded National Consortium of Offender Management Systems) model. A now-defunct vendor converted the NCOMS system to a Java web application for Alaska DOC.
Department of Administration, Division of Motor Vehicles  <a href="http://doa.alaska.gov/dmv/">http://doa.alaska.gov/dmv/</a>	Alaska License and Vehicle Information Network (ALVIN)	Custom application built by DMV and Alaska contractor

### RFP Requirements

In their RFP response, Offeror must:

- Describe how their products can support the MAJIC mission, addressing the kinds of interfaces listed above.
- Explain how their products are positioned regarding the BJA special condition language.
- Reference Offeror’s past experience interfacing their products with the products used by Alaska DPS partner agencies.

During the project, Offeror must:

- Throughout each phase of the project, identify how the products being implemented that can enable interagency integration. This enables DPS to take advantage of new capabilities as soon as they are available.
- Collaborate with DPS business and technical staff to develop a roadmap for prioritized justice systems integrations.

#### 16. Assist DPS with Service-Oriented Architecture strategy

##### **Background**

DPS intends this project to broaden and advise DPS's SOA strategy. The Service Layer shown on 6.APSIN Future in *APPENDIX-APSIN Diagrams* (and described on row 90 of 6a.Legend-3 of the same appendix) describes an overall application context.

DPS has one NIEM-conformant web service used by multiple state agencies and internal DPS applications. The Service Layer would interact directly with the new SMS.

##### **RFP Requirements**

In their RFP response, Offeror must:

- Describe how their SOA solutions support this architectural model, and hasten readiness of DPS and other Alaska justice agencies such as Courts, Department of Law, Corrections, etc. to integrate with each other using modern standards supported by the bureaus of the Office of Justice Programs , U.S. Department of Justice.
- Reference past experience interfacing their products with the products used by Alaska DPS partner agencies.

During the project, Offeror must:

- During Phase 1 of the project, collaborate with DPS technical staff to produce a documented methodology to integrate Offeror's SMS product with the SOA strategies in place at DPS.

#### 17. Provide training to users and support staff

Offeror shall provide training that covers, at a minimum, the areas laid out by project phase below. The training plan will include methods of training delivery such as:

- Styles of training – end-users, Train the Trainer, etc.
- Modalities of delivery – in-person, distance online, CBT, etc.
- Additional resources for training – online tutorials, videos, etc.

##### **Training Phase 1 (SMS, Archive & Audit, UI)**

Audience:

- SMS Administrators
- Archive & Audit Administrators
- end-users of the Archive & Audit component

Coverage:

- The GUI that unifies all the solution components
- Aspects of the SMS that administrative users can configure and control
- Aspects of the Archive & Audit component that administrative users can configure and control
- Usage of the Archive & Audit component

##### **Training Phase 2 (Secure Messaging)**

Audience:

- End-users from DPS and partner agencies (state agencies, police departments, etc.)

Coverage:

- The GUI that unifies all the solution components
- Usage of the Secure Messaging component

### **Training Phase 3 (CCH, SOR, Hotfiles, Interfaces)**

Audience:

- DPS Administrative users of CCH, SOR and Hotfiles

Coverage:

- Configure and manage the applications
- Manage security of the applications

Audience:

- End-users of CCH, SOR and Hotfiles (target audience varies by agency and unit; for example, query-only users vs. intensive updaters of data)

Coverage:

- The GUI that unifies all the solution components
- CCH component and workflows through the application
- Hotfiles component and its relationship to CCH workflows
- SOR component and workflows through the application

Audience:

- DPS technical support personnel

Coverage:

- All the interfaces implemented in Phase 3

## **SEC. 3.04 CONTRACT TYPE**

This contract is a firm fixed-price contract.

## **SEC. 3.05 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.

## **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

## **SEC. 3.07 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.



Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SEC. 3.08 CONTRACT PRICE ADJUSTMENTS - RESERVED**

### **SEC. 3.09 LOCATION OF WORK**

The work is to be performed, completed and managed primarily at Offeror's business location. The state will not provide workspace for the contractor except as agreed during contract negotiation.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for staff (for example: project manager, business analysts, technical architects and trainers) that Offeror believes need to conduct any project activity at DPS headquarters in Anchorage, Alaska. This travel is contingent on state approval and the timing for travel must be agreed upon by both parties. Travel to other locations will not be required.

The contractor should include in their price proposal: transportation and lodging for two DPS staff to for up to 4 days to travel to the contractor's hosting site. This travel is to perform required CJIS audits of the data center and facilities where the proposed system will be hosted.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### **SEC. 3.10 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience that supports the Minimum Requirements will be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience.

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

### **SEC. 3.11 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.12 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.

### **SEC. 3.13 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.

### **SEC. 3.14 CONTRACT PERSONNEL**

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

### **SEC. 3.15 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. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. 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.

### **SEC. 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 procurement officer 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.

### **SEC. 3.17 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 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 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).

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.

The Contractor is required to comply with the FBI CJIS and Alaska CSA security policy requirements at all times, which will include fingerprint-based criminal history record background checks for those working on the project or having access to the CJIS data. Background checks will be completed on the highest ranked offeror prior to contract award.

### **SEC. 3.18 INDEMNIFICATION**

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

## SEC. 3.19 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

## SEC. 3.20 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 in Section 7. Attachments.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used.

<b>Submittal Form</b>
Submittal Form A – Offeror Information and Certifications
<b>Submittal Form B – Experience and Qualifications</b>
<b>Submittal Form C – Understanding of the Project</b>
<b>Submittal Form D – Methodology Used for the Project</b>
<b>Submittal Form E – Management Plan for the Project</b>
Submittal Form F – Subcontractors
Submittal Form G – Cost Proposal

Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on 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 along with their titles and location(s) where work will be performed.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed via the Client Reference Forms.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

#### **SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

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.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

Offerors must provide comprehensive narrative statements that set out 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.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

## SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

## SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## DEMONSTRATIONS

All offerors who submit a responsive proposal will be required to provide demonstrations. Due to COVID-19 concerns, demonstrations will be Web-based.

If selected to provide a demonstration the state will contact the offeror with date and time options to schedule the demonstration the week of January 11, 2021. If the offeror cannot provide a demonstration during the times offered, their proposal may be rejected. Dates are subject to change if the dates of the RFP are amended.

The offeror will have **no more than six hours** to demonstrate their system functionalities for the following processes:

- User Interface: How the UI unifies the components of the overall solution
- SMS:
  - Configuration and security features to be most heavily used by DPS Administrators
  - How DPS Administrators can customize or create a new Message Key interchange
  - How DPS Administrators can observe operations, performance and stability of the SMS
- Archive & Audit: Most-used queries and reporting features
- Secure Messaging: Common III, Nlets and NCIC messaging scenarios
- CCH:
  - Typical, complex and novel searches of the CCH
  - Basic tour of the CCH screens and flow
  - Tracking interactions between Livescan/AABIS and CCH
  - Person record consolidation; query the abandoned Person unique ID when the record has been consolidated
  - Generate an in-state Rap Sheet dissemination to Rap Back subscribers
  - Set up CCH subscription to notifications (or RapBack functionality) and generate record changes that trigger notifications to the subscriber
  - Example CCH / Hotfiles integration
  - Out-of-the box reporting from the CCH

- Hotfiles:
  - Show how Hotfiles integrate within the overall solution
  - Generate ENTER, MODIFY, CLEAR, CANCEL of at least two typical NCIC Hotfiles
  - In-context queries of NCIC Hotfiles (ex. from the CCH vs. Secure Messaging)
  - How an in-state-only Hotfile can be built and used
- SOR:
  - Typical searches against SOR database
  - Basic entry of SOR registrant
  - Example SOR / Hotfiles integration and how SOR is synchronized with NCIC
- Describe how the following interfaces will be accommodated in the solution. Expect Q&A during this section.
  - APSIN Law Enforcement Interface (LEI)
  - CCH integrations
    - Court Bail Conditions Web Service
    - DMV Person Interface
    - DPS AABIS system
    - NICS Interface



## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

<b>Overall Criteria</b>		<b>Weight</b>
Responsiveness		Pass/Fail
<b>Qualifications Criteria</b>		<b>Weight</b>
Offeror Demonstration		125
Experience and Qualifications	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	75
Management Plan for the Project	(Submittal Form E)	75
Total		500
<b>Cost Criteria</b>		<b>Weight</b>
Cost Proposal	(Submittal Form F)	400
Total		400
<b>Preference Criteria</b>		<b>Weight</b>
Alaska Offeror Preference (if applicable)		100
Total		100

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**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### **SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score between 1 and the maximum points for that section.

### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

This portion of the offeror's proposal will be evaluated against the following questions:

#### **1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) How extensive is the applicable education and experience of the personnel designated to work on the project?

#### **2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

### **SEC. 5.05 UNDERSTANDING OF THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

### **Example (Max Points for Contract Cost = 400):**

#### **Step 1**

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

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

#### **Step 2**

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

## SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the 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 following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## SEC. 5.10 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) 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;
- 4) 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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## SEC. 5.11 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

### Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

### Example:

#### Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

#### Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the

## **SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

#### **SEC. 6.04 QUALIFIED OFFERORS**

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

#### **SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.06 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.

#### **SEC. 6.07 HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that 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.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

#### **SEC. 6.08 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State 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.**

## SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 6.10 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. AS 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 contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## SEC. 6.11 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.

## SEC. 6.12 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 6.13 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.

## **SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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:

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

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.

## **SEC. 6.15 SOLICITATION ADVERTISING**

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

## **SEC. 6.16 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.

## **SEC. 6.17 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 (PEC) 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 PEC may be adjusted as a result of a clarification under this section.

## **SEC. 6.18 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 procurement officer or 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.

## SEC. 6.19 CONTRACT NEGOTIATION

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 telephonically.

## SEC. 6.20 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.

## SEC. 6.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.22 PROTEST

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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and 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 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) APSIN Diagrams
- 2) Standard Agreement Form - Appendix A
- 3) Client Reference Form
- 4) Submittal Forms A-F (attached separately)
- 5) Submittal Form G: Cost Proposal (attached separately)