



**STATE OF ALASKA
Department of Revenue
Administrative Services Division
333 Willoughby Avenue, 11th Floor
Juneau, AK 99801**

**Request for Proposals
RFP 2017-0400-0009
Date of Issue: November 1, 2016**

Title and Purpose of RFP:

NSTAR Re-Platform Project

The Department of Revenue, Child Support Services Division, is soliciting proposals to acquire the professional services required to successfully complete the NSTAR Re-platform Project (NRPP).

Offerors Are Not Required To Return This Form.

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

**Dorie Choquette
Procurement Officer
Department of Revenue
(907) 465-2313
dorie.choquette@alaska.gov**

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit one (1) original signed proposal and two copies as well as 1 copy in Adobe Acrobat.pdf format on a CD or a Thumb drive to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Revenue
Administrative Services Division
Attention: Dorie Choquette, Procurement Officer
Request for Proposal (RFP) Number: 2017-0400-0009
Project name: NSTAR Re-Platform Project
333 Willoughby Avenue, 11th Floor
Juneau, AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **dor.procurement@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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. It is the offeror's responsibility to contact the issuing agency at **907-465-2313** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Proposals must be received no later than 1:30 P.M., Alaska Time on December 7, 2016. Oral proposals are not acceptable. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Important Note: There is **no** overnight express delivery to Juneau, AK. **All expedited mail and courier services take at least two nights.**

PROCUREMENT OFFICER: **Dorie Choquette** – PHONE **907-465-2313** - FAX **907-465-2037**

1.02 Contract Term and Work Schedule

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

The length of the contract will be from the date of award, approximately **April 17, 2017**, until completion, approximately **December 31, 2018**.

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

The approximate contract schedule is as follows:

1	Issue RFP, (Minimum twenty-one (21) days circulation period between issue and opening date also requires posting on the State of Alaska Online Public notice web site.).	November 1, 2016
2	A Pre-proposal Conference will be held in Anchorage, (see Section 2.02).	November 15, 2016
3	Questions about the RFP must be submitted in writing to the Procurement Officer.	no later than November 22, 2016
4	All questions will be answered in writing and sent to all registered bidders.	no later than November 28, 2016
5	Deadline for Receipt of Proposals.	December 7, 2016, 1:30 PM (Alaska time).
6	Proposal Evaluation Committee (PEC) completes evaluation.	December 21, 2016
7	State of Alaska issues Notice of Intent to Award a Contract.	January 5, 2017
8	State of Alaska begins Contract Negotiations with Selected Vendor (after ten (10) day protest period).	January 17, 2017
9	State of Alaska completes Contract Negotiations with Selected Vendor.	January 25, 2017
10	State of Alaska submits Contract to federal OCSE for review and approval.	January 30, 2017
11	Pending OCSE approval, State of Alaska issues contract.	on or about April 7, 2017
12	Pending OCSE approval, Contract starts.	on or about April 17, 2017

1.03 Purpose of the RFP

The Department of Revenue, Child Support Services Division, is soliciting proposals to acquire the professional services required to successfully complete the NSTAR Re-platform Project (NRPP). NSTAR is the statewide, automated mainframe-based system used to manage and track the state's child support enforcement cases. The purpose of this RFP is to migrate the NSTAR application from its current mainframe platform using ADABASE / Natural to the Department's virtualized window's environment using MS SQL / .NET.

1.04 Budget

Department of Revenue, Child Support Services Division, estimates a budget of \$5,000,000 dollars for completion of this project. Proposals priced at more than \$5,000,000 will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at the CSSD facilities in Anchorage, Alaska; and at contractor locations, approved in writing in advance by the Project Manager.

The contractor is not required to provide their own workspace, the State will provide workspace when the contractor needs to be onsite.

1.06 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: <http://www.state.gov/j/tip/>

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

1.07 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 (10) days prior to the deadline for receipt of proposals.

1.08 Required Review

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

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Procurement Officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make that decision. All questions must be submitted in writing and received no later than ten (10) business days before the proposal submission deadline.

1.10 Amendments

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

1.11 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.

1.12 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.

1.13 State Not Responsible for Preparation Costs

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

1.14 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 Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

- (g) CSSD Contractor Confidentiality Agreement (Attachment E), completed and signed by the subcontractor and their employees
- (h) CSSD Contractor's Certification of Need to Know and Annual Disclosure Awareness, completed and signed by the subcontractor and their employees.
- (i) Provide proof of passage of FBI criminal background check as defined in IRS Publication 1075.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Manager.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

By signature on the proposal, offerors certify that 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 there under by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least ninety (90) days;
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government;
- (i) Completed FBI criminal background checks on contract personnel as specified in IRS Publication 1075.
- (j) The Clean Air statement in compliance with (42 U.S.C. 7401-7671q.)
- (k) The Clean Water statement in compliance with (33 U.S.C. 1251-1387
- (l) The Anti-Lobbying statement in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- (m) Debarment, suspension, and other responsibility as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110
- (n) Drug Free Workplace Act of 1988

The following must be received within 10 days of the date the Notice of Intent (NOI) is issued:

- (o) CSSD Confidentiality Agreement (Attachment E), signed by the Contractor and their employees and subcontractors.
- (p) CSSD Contractor's Certification of Need to Know & Annual Disclosure Awareness Training (Attachment F), signed by the Contractor and their employees and subcontractors.

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

1.18 Conflict of Interest

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

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 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. The primary contractor maintains full responsibility for the overall performance of the contract. The contractor should not assign risk or liability to a subcontractor.

1.23 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.

1.24 Severability

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

1.25 Federal Requirements

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

1.26 Alcohol & Drug Free Workplace Requirements

The State of Alaska has always maintained an alcohol and drug-free workplace. Offeror must agree to abide by the **FY-17 Certification Regarding Drug-Free Workplace Requirements** (Attachment I). Proposals must contain a section that states this agreement. Failure to include this statement will cause the proposal to be disqualified.

1.27 Special Terms and Definitions

- 1.27.01 Procurement Officer shall mean that person appointed by the Department to administer the Contract on behalf of the Division.
- 1.27.02 Project Manager shall mean that person appointed by the Division to manage the Re-platforming Project on behalf of the Division. The overall management of the system's development and operations remain with the State
- 1.27.03 Contractor Project Manager shall mean that person from the Contractor staff assigned to manage all of the Re-platforming Project activities.
- 1.27.04 Reassignment of Contractor Employees. The Division shall have the right, after having consulted with the Contractor, to require the Contractor reassign or otherwise remove from the contract and Contractor employee or subcontractor found in good faith to be unacceptable to the Division.
- 1.27.05 Records and Data.
- A. Fiscal Records. The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract.
 - B. Records Maintenance and Review. All records and documents relevant to the Contract, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the Department and other personnel duly authorized by the Department, and by federal inspectors or auditors. The Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Division.
 - C. Termination of Contract. If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to the Contract in the Contractor's possession shall become the property of the Division and the Contractor shall immediately deliver such records to the state Project Manager.
 - D. Customer Service Policies. Contractors shall have a written customer service policy that describes how customer service will be incorporated into policies and training.
 - E. Binding Effect of Federal Purchase of Service Regulations. The Contract is subject to the provisions of any relevant federal regulations and any relevant provisions of agreements between the State of Alaska and the United States, including but not limited to State Plans, in effect at the time the Contract is executed, or which thereafter become effective.
 - F. Federal and State Audit Exceptions. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Division any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

G. Stored Data. If the contractor has access to secure, sensitive, or personal client data, this information cannot be stored offshore.

1.27.06 Product Ownership. The Federal Government will be granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this acquisition. Correspondingly, the contractor is not permitted to use program data or products for independent projects without prior written approval from the State.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 1:00 PM, Alaska Time, on November 15, 2016 in the Robert B. Atwood building, Room 312 Anchorage, Alaska. 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 sent to prospective offerors as soon as possible after the meeting. A toll-free teleconference number will be provided for those offerors who cannot attend in person.

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.

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer or the Proposal Evaluation Committee (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.

2.07 Discussions with Offerors

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

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

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

2.08 Prior Experience

The offeror must meet these minimum experience requirements.

1. Offerors must have a minimum experience with one or more successful conversions of an ADABAS/NATURAL Mainframe based system to a MS SQL/.NET based system hosted on Windows servers.
2. Proposed project Lead personnel must have a minimum of five (5) years of experience in Information Technology Project Management. All experience must be clearly defined as specified in Section 6.06 of this RFP and supported by verifiable resumes.

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

2.09 Evaluation of Proposals

The Proposal Evaluation Committee (PEC) made up of at least three (3) state employees or public officials will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

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

2.12 Alaska Business License and Other Required Licenses

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 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, PO Box 110806, Juneau, Alaska 99811-0806**, 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.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 **Department of Administration, Division of General Service's** web site:

<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.**

2.14 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 Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 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.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 35% (35 points) of the total of 100 points for cost.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable Preferences} \end{array} = 37.4 \text{ Points}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$47,500 \\ \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable Preferences} \end{array} = 33.7 \text{ Points}$$

2.17 Alaska Offeror Preference

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to

their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

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

[STEP 2]

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

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

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

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the Procurement Contact may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Robert B. Atwood Building, Room 312 in Anchorage, Alaska.

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

2.19 Failure to Negotiate

If the selected offeror

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

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

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

After the completion of contract negotiation the Procurement Officer will issue a written Notice of Intent to Award (NIA) (Attachment D) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 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 (10) 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 (10) days after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;
 - b. the signature of the protester or the protester's representative;
 - c. identification of the contracting agency and the solicitation or contract at issue;
 - d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
- (b) 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 Contact will issue a written response to the protest. The response will set out the Procurement Contact'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 Contact, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

The contract is a firm, fixed price contract.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

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

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

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

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

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

3.07 Contract Funding

Payment for the contract is subject to the availability of funds already appropriated and identified by the State of Alaska and the federal Office of Child Support Enforcement (OCSE).

3.08 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 deliverables, progress report and invoice have been approved by the Project Manager.

The State will hold back 10% of the payment on each deliverable until the project is completed. The State will release the 10% holdback amount once the project is successfully completed. It is recognized that the work plans submitted by offerors may vary substantially. Therefore, a payment schedule, tied to specific deliverables, will be submitted by the offeror as part of their proposal.

3.09 Contract Payment

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

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

3.10 Informal Debriefing

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

3.11 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 Manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.12 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 Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager 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.

3.13 Termination for Default

If the Project Manager 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.

3.14 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 Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the Project Manager has secured any required state and/or federal approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Revenue or the Commissioner's designee.

3.15 Contract Invalidation

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

3.16 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, and IRS Publication 1075. 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 thirty (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.

It is a violation of federal law to use any information obtained from CSSD for any other purpose than CSSD business. Failure to comply with the Confidentiality requirements in this RFP could result in termination of the contract and possible criminal prosecution.

1. The Contractor shall:
 - a. Adhere to the strict standards of confidentiality of records information in accordance with federal and State law.

- b. Provide safeguards to restrict the use or disclosure of any information concerning any parties in a case.
 - c. Refer all requests for disclosure of information to CSSD.
 - d. Agree not to use or permit the use of any information from CSSD for any purpose other than CSSD business.
2. The Contractor, all their employees and Subcontractors that work on this contract will be required to sign a CSSD Confidentiality Agreement before they can do any work. (Attachment E).
 3. The Contractor, all their employees and Subcontractors that work on this contract will be required to view the IRS video entitled "Safeguards Security Awareness Training for Child Support" (<http://www.irsvideos.gov/Governments/Safeguards/SafeguardsSecurityAwarenessTrainingForChildSupport>) and sign a CSSD Contractor's Certification of Need to Know and Annual Disclosure Awareness training before they can perform any work. (Attachment F).
 4. The Contractor and their Sub-contractors shall be subject to all security requirements including:
 - A. Provide proof of passage of FBI criminal background check, which includes finger printing, as specified in IRS publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>) prior to starting work.
 - B. Conform with the State of Alaska Alcohol & Drug-Free Workplace Policy and Certification Requirements (Attachment I)
 - C. The possession and open display of a CSSD Identification Badge while on state premises.

SECTION FOUR BACKGROUND INFORMATION

4.01 CSSD Overview

4.01.01 History

Congress established the Child Support Services Program in 1975. Lawmakers realized that far too many children were struggling because their mother or father failed to make regular support payments. The new law, adopted as an amendment to the Social Security Act, required states to set up their own Services and collection programs. Alaska created its Child Support Enforcement Agency in 1976. The name of the agency was changed in 2004 to Child Support Services Division.

The Alaska program has grown over the years as new federal and state laws were adopted to ensure that more children receive financial support from both parents.

4.01.02 Organization

The Alaska Child Support Services Division consists of 203 employees responsible for collecting child support for tens of thousands of children.

The work is crucial to the collection and disbursement of support payments. The agency receives more than a million phone calls and letters each year. Some workers set up cases; some look for non-custodial parents; others investigate difficult cases of non-support. The accounting section receives and disburses child support payments on a daily basis.

4.01.03 Customer Service Center (CSC)

CSC is the main point of contact for clients of the Child Support Services Division (CSSD) and is located in Anchorage. This section includes the Fairbanks Field Office. Assigned staff must have a working knowledge of all aspects of CSSD. Critical skills include the ability to understand the functions of Establishment, Enforcement, Review and Modification and Interstate in order to thoroughly explain case actions and assist customers with paperwork necessary to proceed with their child support case. Additionally, the staff responds to requests for account information from financial institutions and various assistance programs and conducts genetic testing to facilitate paternity establishment.

4.01.04 Establishment Section

The Establishment Section establishes cases and sets the orders. In cases where paternity is disputed or not yet legally determined, the staff works to determine paternity. After verifying paternity, either by the father's affidavit or genetic testing, the staff establishes a child support order by calculating support payments and conducting conferences in disputed cases.

A father can acknowledge paternity by signing a voluntary acknowledgment. Hospitals cooperate with the agency by giving unmarried parents information and forms to acknowledge the father's paternity. Parents are not required to apply for child support services when acknowledging paternity at the hospital. Fathers also can acknowledge paternity at any time up to the child's 18th birthday by signing a form available through the Alaska Bureau of Vital Statistics.

A support order cannot be established for a child who is born to unmarried parents until paternity is established, so it is important to establish paternity as early as possible. If the man will not acknowledge that he is the father, the child support agency can order genetic testing. These tests are simple, painless and highly accurate.

Establishing a support order depends on success in several critical areas; locating the noncustodial parent, determining the financial needs of the child using Alaska's child support guidelines, and calculating the monthly support obligation.

4.01.05 Audits and Adjustments Section

The **Audits and Adjustments Section** is the next step in the establishment process, and is tasked with setting on the monthly support obligation amounts established. The section also completes audits of case financial calculations and is responsible for ensuring the amounts charged and credited are complete and accurate.

4.01.06 Enforcement Section

The **Enforcement Section** enforces collections on administrative and judicial support orders when the noncustodial parent lives in Alaska. Service tools include automatic income withholding from wages, attaching bank accounts, intercepting IRS tax refunds, Alaska Permanent Fund dividends and other assets, and reporting delinquent parents to credit bureaus. These methods can be used by the agency without directly involving the courts.

Immediate wage withholding began in November 1990 for child support orders issued or modified by the agency. Immediate wage withholding began January 1994 for all orders established by court. The law allows for an exception to immediate wage withholding if the court (or the agency) finds good cause, or if both parents agree to an alternative arrangement. But even in these cases, immediate wage withholding will be put into place if the noncustodial parent falls a month behind in payments.

If the noncustodial parent has a regular job, wage withholding for child support is treated like other forms of payroll deduction such as income tax, Social Security, union dues or any other required payment.

If the payments stop, or if the parent is self-employed, works for cash or commissions, changes jobs or moves frequently, the agency can use other collection actions such as seizing funds in the parent's bank account.

4.01.07 Modification Section

The **Modification Section** revises administrative child support orders to match changes in a parent's financial situation.

The agency can update a support order if the original order was established by the agency.

If a child support order is set by the court, only the court can modify the order. The agency can assist by reviewing the case and current income statements from the parents, then forwarding a recommendation to the court for a new support order.

4.01.08 Hearing Section

The **Hearing Section** represents the state's interests at the formal hearing level. Either parent may request a hearing to challenge a decision in the case, and a hearing officer appointed by the Department of Revenue commissioner will rule on the issue.

4.01.09 Intergovernmental Section

The **Intergovernmental Section** works on cases in which the noncustodial parent lives outside Alaska. Intergovernmental caseworkers handle all aspects of child support Services, including location, paternity establishment, and establishment of support obligations.

When a noncustodial parent lives outside Alaska and the custodial parent and child live in Alaska, information about the noncustodial parent is provided or *initiated* to the other state's child support Services office. The other state, called the *responding* state, attempts to locate the noncustodial parent and begin proceedings to establish paternity or collect support. Alaska does the same when responding to requests from other states.

Federal law requires that Alaska cooperate with other states in handling requests for assistance. The Uniform Interstate Family Support Act includes a provision to ensure there is only one valid child support order to enforce when more than one state is involved in a case.

Federal law also allows a state to work a case directly against an out-of-state noncustodial parent under certain conditions. Alaska can use interstate wage withholding to enforce a support order in another state if the noncustodial parent's employer is known.

4.01.10 State Disbursement Unit (SDU)

The **State Disbursement Unit (SDU)** processes all incoming and outgoing payments for the custodial and non-custodial parents. All child support payments are required to go through this section, to ensure uniformity and accurate accounting for all involved parties. All custodial parents are defaulted to a debit card when a case is opened. They may opt for electronic payments to a designated bank account.

4.01.11 Documents Center

The **Documents Center** has two primary functions: processing all mail that comes into the agency, and imaging documents as they arrive, or imaging historical hard copy documents. This section sends out the billing statements to non-custodial parents on a monthly basis.

4.01.12 Finance Section

The **Finance Section** handles all aspects of the federal grant and Trust Account reconciliation.

4.02 Project Background Information

The State of Alaska, Department of Revenue (DOR), Child Support Services Division (CSSD) submitted a Planning Advance Planning Document (PAPD) to the federal Office of Child Support Enforcement (OCSE) to inform and solicit approval and federal partnership for the state's planning process for the modernization of the Alaska Child Support Services Case Management System (NSTAR).

This effort was named the "NSTAR Modernization Planning Project" (NMPP), and was designed as one component of an overall modernization of systems within the State of Alaska. The NSTAR Modernization is intended to enhance worker efficiency and increase child support collections, by reducing complexity, increasing accuracy, improving usability, and providing expanded access to all valid users.

NSTAR is the statewide, automated mainframe-based system used to manage and track the state's child support enforcement cases pursuant to Title IV-D of the Social Security Act of 1935, and its amendments. CSSD is the agency that directs the state's Child Support Enforcement Program.

The NSTAR system is internally supported by staff from CSSD. The technology staff is responsible for ongoing system maintenance and enhancements.

NSTAR currently supports approximately 47,500 active cases and provides access for approximately 203 CSSD users, 400 or so non-CSSD users (primarily from other state agencies), and provides limited access to custodial and non-custodial parents.

NSTAR is a seventeen year old legacy system housed on a shared state mainframe and primarily serves the state's child support case workers, via a third party 3270 emulation software. The system was modified from an original ten year old system from the New England states (NECSES). In effect, the system is based on thirty year old technology. Given the advances in technology, the NSTAR aged technology needs to be examined for opportunities to move the existing functionality to a more efficient/effective replacement. The following items, in particular, document the need for modernization:

1. Limited Information for Participants

At present, limited case information is available to participants via the state online portal. The few systems that are available provide limited information but they are typically available 24x7. For detailed information, custodial and non-custodial parents and even other state agencies must contact a child support worker directly.

2. Dependencies on Outdated Technology

A good example of NSTAR's outdated technology is the NSTAR forms generation module, IBM Script, is an obsolete IBM mainframe based product with limited capabilities. It is inefficient and costly to update/test Script procedures and requires specialized knowledge to maintain, making it increasingly difficult to find employees with such knowledge.

The Case Management System itself is an ADABAS/NATURAL system that was converted from COBOL ten years ago. This old mainframe technology has been fixed and patched over the years to keep up with the changing requirements but we are at the point where money is being spent on old technology that could be much better spent on adopting newer, proven and substantially more effective technologies. A key aspect of this shift is the move from a hierarchical database model (ADABAS) to a more robust, relational database management system (RDBMS), specifically the Department's standard MS SQL.

3. Skilled Development Resources are Limited

With fewer organizations using COBOL/NATURAL/ADABAS, the lack of available skilled personnel to maintain NSTAR is a challenge and will only get worse in the future. As Analyst Programmers with this expertise retire (two of five at CSSD in the past year alone; at least two more in the next 5-10 years), it will be difficult to replace them. Market trends indicate that many of the existing customers of the development tools of ADABAS/NATURAL have either already migrated or are currently in the process of migrating to newer, proven technologies.

Staff time is currently spent keeping the system operational and implementing only the federally mandated modifications. There are over 300 system bugs and fixes documented in the CSSD Helpdesk Management System (HMS) that have not been addressed due to the lack of resources and time.

4. Screen Redundancy and Flow

The NSTAR system has approximately 400 screens, many of which duplicate information that does not flow in the same order as the actual work. "Drill down" capabilities are very limited, and the Users find navigation cumbersome and inefficient. It is usually the case that CSSD Users modify their procedures to accomplish the desired end rather than the system responding to the User's needs. This inefficiency is further compounded as the mandated changes to the system are implemented. The "workarounds" become a major learning item for both new and experienced Users.

5. Training Issues

The NSTAR system has become so complex that it takes a significant amount of time for case workers to learn how to use the system and the latest set of "workarounds." Frustration levels are high and this contributes to high staff turnover. Instead of having an effective tool to accomplish their work, the case workers are slowed down by a system that has reached the limits of its elasticity; and CSSD does not have the information technology resources (staff and software) to ease the situation.

In order to reduce the risk of a large IT development project, the Department has selected an approach of first modernizing the mainframe database and application to the Department's standard MS SQL and .NET programming environment, then incrementally make changes to the application in order to achieve the NSTAR modernization. The Scope of Work for this RFP is limited to re-platforming NSTAR from the mainframe to MS SQL and .NET programming environment. The background information of the overall modernization effort is only for context and to highlight areas where changes to the system during the re-platform effort could be acceptable.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Revenue, Child Support Services Division, is soliciting proposals for Information Technology services to perform the following basic items:

NSTAR Re-platform Activities

Contractor Responsibilities:

1. Fully migrate the existing Alaska Child Support Services System (NSTAR) to current technology.
2. Provide technical support to resolve issues related to the implementation or operation of the resulting migrated system.
3. Provide a toll-free number and email address for the Division's System Administrators to reach the Contractor's technical support staff.
4. At a minimum, provide technical support from 8:00 a.m. to 6:00 p.m. Alaska Standard Time, Monday through Friday, except on state holidays designated at <http://doa.alaska.gov/pdfs/calendar16-holiday.pdf>. There shall be no restrictions on the frequency of calls or the time needed to provide technical support to the satisfaction of the Division throughout the life of the contract.
5. Ensure all work related to the migration of customer data from the NSTAR system will be performed on-site in support of security policies.
6. All software licenses for the Contractor tools used in the execution of the Contract.

The Division will provide:

1. A Project Manager who will represent the Division in project meetings and who will coordinate Division staff involvement for the migration.
2. Resources to move the existing forms off the mainframe but may require coordination with the Contractor.
3. Resources to manage and conduct the work associated with data exchange interfaces with CSSD partners. The Contractor shall provide consultation for this effort.
4. Office space, desks and other furniture, storage, adequate computer resources, telephone and facsimile service, postage, copying, general office supplies, and other normal office equipment and support which may be necessary in connection with the Contractor's performance of the services for up to 7 (seven) Contractor personnel working at the Department site.
5. All software and hardware licenses required for the fully migrated NSTAR system.
6. State will prepare the Project Charter.

It is assumed that the particular contractor selected will have their own re-platforming management plan with detail tasks. The following list describes the recommended re-platforming activities to be undertaken under this RFP, regardless of the particular contractor selected:

Re-platforming activities and corresponding Deliverables are expected to include:

5.01.01 Team Completion

Contractors will be assembled to augment the in-house CSSD team. This will include the procurement of the hardware, software and furniture necessary to house the contractors, as required.

Deliverable(s): **Assembled Integrated Team
Organization Chart showing integrated Contractor and State Team, with lines of Authority**

5.01.02 NSTAR System Review

The contractors, with the aid of CSSD SMEs and Systems personnel, will perform a summary review of NSTAR to familiarize themselves with the breadth and complexity of NSTAR. Documentation produced by the previous NMPP contractor team will be invaluable for this effort.

Deliverable(s): **NSTAR Process Summary**

5.01.03 Strategy, Technical and Design Methodology

The contractor team will devise a strategy that can best be used to accomplish the re-platforming based on their automated methodology. The methodology will be illustrated in a detailed Re-platforming Project Management Plan, which shall include:

- 5.01.03.01 Staffing Management Plan
- 5.01.03.02 Scope Management Plan
- 5.01.03.03 Change Management Plan
- 5.01.03.04 Risk Management Plan
- 5.01.03.05 Configuration Management Plan
- 5.01.03.06 Schedule Management Plan
- 5.01.03.07 Cost Management Plan
- 5.01.03.08 Issue Management Plan
- 5.01.03.09 Project Closeout Plan
- 5.01.03.10 Project Schedule, preferably using MS Project as the scheduling tool.
- 5.01.03.11 Communications Plan, including Periodic Status Reporting with Reports.

The contractor shall implement and maintain a Quality Assurance Plan that documents the processes to be used in assuring the quality of services provided for each requirement in the scope of work, including but not limited to, timely provision of services, professional quality reports and documentation, a process for addressing customer service issues and a plan for addressing necessary changes resulting from changes in Division needs, findings of substandard performance, or other external factors. The Quality Assurance Process should ensure (1) one hundred percent (100%) accuracy of the migrated data, and (2) complete adherence to State of Alaska technical guidelines. There shall be zero defects for all test cases performed by the Division during User Acceptance testing.

The contractor will develop all conversion and migration plans so that the resulting system is compatible with the technical architecture supported by the Department of Revenue.

Deliverable(s): **Re-platforming Project Management Plan (Section 5.01.03) with Schedule Hardware, Software and Technical Requirements Documents**

5.01.04 Application Code Conversion

It is CSSD's expectation that the application code can be migrated to a modern system environment by conversion rules and tools provided by the contractor. The contractor will convert the Natural/COBOL code set to the Department's standard .NET programming environment. A Code Conversion Plan will first be developed.

Deliverable(s): **NSTAR Application Code Conversion Plan with Schedule Converted NSTAR Application Code**

5.01.05 Database Conversion

It is CSSD's expectation that the mainframe database structure and data can be migrated to a relational database management system by configuration rules and tools provided by the contractor. The contractors will convert the NSTAR ADABAS files to a MS SQL (RDBMS) structure.

Deliverable(s): **NSTAR Data Base Conversion Plan with Schedule
Converted NSTAR Database**

5.01.06 Interfaces Management

There are many interfaces that consume CSSD data and CSSD consumes data from many external interfaces. Much of this data is exchanged as a function of the application code but it deserves special mention to ensure that all of our partner interfaces are still intact after conversion.

Deliverable(s): **Interfaces Management Plan
Functioning CSSD Interfaces**

5.01.07 Re-platforming Test Plans

The contractor will develop a comprehensive Test Plan to ensure the integrity of the re-platforming effort. Use cases, comprehensive scenarios or some other methodology will be used to accomplish comprehensive Test and User Acceptance Testing.

Deliverable(s): **NSTAR Re-platforming System Test Plan with Schedule
NSTAR Re-platforming User Acceptance Test Plan and Schedule**

5.01.08 System and User Testing

The contractor will conduct and coordinate extensive system testing to ensure (1) that the application code is performing correctly; (2) that the data has been successfully migrated to MS SQL; and (3) that all interfaces are working correctly.

Deliverable(s): **Re-platforming System Testing and Corresponding Sign-Off Sheets
Re-platforming User Acceptance Testing and Corresponding Sign-Off Sheets**

5.01.09 Re-platforming Migration, Implementation and Training

The contractor will develop a comprehensive Migration and Implementation Plan for the re-platformed NSTAR System. The plan should include the path to implementation, including changes required to the many NSTAR interfaces, and any required user training.

Deliverable(s): **NSTAR Re-platforming Migration and Implementation Plan and Schedule
Fully Functioning Re-platformed NSTAR System
User Training Plan and Execution**

5.01.10 User Documentation

The contractor will create adequate User documentation for the re-platformed NSTAR System.

Deliverable(s): **Re-platformed NSTAR User Documentation**

5.01.11 System Documentation

The contractor will create adequate System documentation for the re-platformed NSTAR System.

Deliverable(s): **Re-platformed NSTAR System Documentation**

5.01.12 Warranty Support

It is expected that the contractor will provide warranty support for the converted NSTAR system for a period of 14 months. The contractor will prepare a Warranty Support Plan for support of the re-platformed NSTAR system as part of their proposal. Extent and levels of support should be included in the plan.

5.02 Certification Requirements

Alaska's NSTAR system has been certified as compliant for both the Family Support Act (FSA) and the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The Contractor will ensure that NSTAR will remain

compliant with FSA, PRWORA and DRA standards when this modernization planning project is complete.

5.03 IRS Requirements

5.03.01 Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
5. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
6. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

5.03.02 Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
3. Additionally, it is incumbent upon the provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a.

Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to providers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a provider, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. Granting the provider access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. The provider must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, providers must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the provider must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

5.03.03 Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the provider to inspect facilities and operations performing any work with FTI under this agreement for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the provider is found to be noncompliant with agreement safeguards.

5.04 Security Requirements

CSSD is blanketed by several Security levels that must also migrate with NSTAR, including:

- 5.04.01 Confidential Data access and control.
- 5.04.02 IRS Federal Tax Information (FTI) safeguards.
- 5.04.03 IRS Publication 1075 security controls.
- 5.04.04 User access and control.
- 5.04.05 Protection from hackers, phishing and worms.
- 5.04.06 State of Alaska access control requirements, especially for remote users.
- 5.04.07 Monitoring of all user access and/or viewing of "conflict of interest" case information.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

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

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

6.03 Understanding of the Project

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

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology (Agile, EPLC [Enterprise Performance Life Cycle], SDLC [Systems Development Life Cycle], or Waterfall) they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the project management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. A Project Plan listing tasks, durations and schedules must be included.

The project schedule must include timelines for deliverables.

6.06 Experience and Qualifications

The offeror will provide the personnel required to complete the Statement of Work in the allocated time. How this labor pool is constructed is up to the Offeror. However, it is expected that the following functional skill sets will be covered:

- a. Project leadership with excellent communication skills and a record of successful project completions.
- b. Senior Business Analysis experience to ensure that requirements are completely and correctly identified and that effective alternatives are selected and evaluated.
- c. Senior Technical/Architectural experience that will be used to ensure that complementary technical infrastructure decisions and designs are made based on defined requirements and selected alternatives.
- d. Senior Database Analyst experience to ensure that the recommended database platform will meet CSSD's requirements.

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

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

- a. title,
- b. resume- no more than 3 pages long,
- c. location(s) where work will be performed,
- d. itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide three (3) reference names and phone numbers for similar projects the offeror has completed.

6.07 Cost Proposal

Offerors must complete and sign a Cost Proposal Form (Attachment H) for their Cost Proposal. The Cost Proposal must be submitted in a separate sealed envelope and must be addressed as follows:

Contractor Name
RFP# 2017-0400-0009
Cost Proposal

6.08 Evaluation Criteria

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

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

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

The Department standard DBMS is MS SQL. The Department programming environment standard is .NET. The department hosting standard is Windows servers on the department owned virtualization environment. Any proposal that does not result in the DBMS being MS SQL, the programming environment .NET and the hosting environment being the department's shared Windows environment will be deemed not responsive and will not be evaluated.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100

7.01 Understanding of the Project – Ten Percent (10%)

Proposals will be evaluated against the questions set out below:

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

7.02 Methodology Used for the Project – Ten Percent (10%)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project – Fifteen Percent (15%)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] Does it appear that the offeror can meet the schedule set out in the RFP?
- [f] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [g] To what degree is the proposal practical and feasible?
- [h] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications – Fifteen Percent (15%)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects (i.e. experience converting an ADATABASE/Natural e mainframe application to a MS SQL/.NET windows application)?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided at least three (3) letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost –Forty Percent (40%)

Overall, a maximum of forty percent (40%) of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

7.06 Alaska Offeror Preference – Ten Percent (10%)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

- Attachment A: Proposal Evaluation Form
- Attachment B: Standard Agreement Form with Appendix A
- Attachment C: Appendix B2 Indemnity and Insurance
- Attachment D: Notice of Intent to Award (NIO)
- Attachment E: CSSD Contractor Confidentiality Agreement
- Attachment F: CSSD Contractor's Certification of Need to Know and Annual Disclosure Awareness Training
- Attachment G: IRS Publication 1075, Tax Information Security Guidelines Link With Exhibit 7
Contract Language for General Services Excerpt
- Attachment H: Cost Proposal Form
- Attachment I: State of Alaska Alcohol & Drug-Free Workplace Policy and Certification Requirements

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

7.01 Understanding of the Project – Ten Percent (10%)

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 (1 to 10 points)

(Points & Initials)

7.02 Methodology Used for the Project - Ten Percent (10%)

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 (1 to 10 points)

(Points & Initials)

7.03 Management Plan for the Project - Fifteen Percent (15%)

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[f] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[g] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[h] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 (1 to 15 points)

(Points & Initials)

7.04 Experience and Qualifications - Fifteen Percent (15%)

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects (i.e. experience converting an ADATABASE/Natural mainframe application to a MS SQL/.NET windows application)?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided at least three (3) letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
------------------	----------	--------------------------

9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
-------------------	------------------------

Mailing Address	Attention:
-----------------	------------

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration Division
of General Services Seventh Floor -
State Office Bldg.
333 Willoughby Street
P.O. Box 110210
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

Department of Revenue
Child Support Services Division (CSSD)

Contractor Confidentiality Agreement

I understand that as an employee, partner, associate, Subcontractor or assignee of _____, I
Company Name
may have access to sensitive, confidential or secure CSSD information. All CSSD information about client or employer data is to remain confidential during and after my employment or association with _____. CSSD
Company Name
information, whether gathered and shared in verbal, written, magnetic or electronic form, can only be disclosed as needed in the course of my official job duties and only after approval from CSSD. **I agree not to disseminate or disclose such information except for lawful purposes to authorized persons, and only to the same extent that a State of Alaska employee would be authorized to make such disclosure.**

I agree to obey and follow any and all federal and State procedures, safeguards, and contractual clauses that apply to my work environment and to _____ and its employees, partners, Subcontractors and
Company Name
assignees. CSSD may, if it deems necessary, provide training to Contractor's employees/agents on CSSD confidentiality issues. Training will be provided at CSSD's location and should last no more than one hour.

I understand that I must immediately disclose if I have a child support case with Alaska CSSD or any other State. I further understand that I am required to provide my social security number and that CSSD will verify that there are no outstanding debts owed to CSSD. Should debts be found, appropriate collection actions will be taken.

If subpoenaed lawfully, I agree to cooperate with the subpoenaing agency or court.

I have read and understood the foregoing, and I understand that I may be sanctioned for any violation of this agreement, including possible termination of contracts with CSSD and possible criminal prosecution.

Printed Name: _____

Company Name: _____

Supervisor's Name: _____

Company Address: _____

Co. Phone #: _____

Child Support Case: Yes No State: _____ Case Number: _____

Signature: _____

Date: _____

(year) CSSD Contractor's Certification of Need to Know and
Annual Disclosure Awareness Training

I have been informed that in accordance with IRC 7213A, I may only access or inspect tax returns and return information for a business purpose, and that the willful unauthorized access or inspection of tax returns and return information can result in severe penalties, including imprisonment of up to one year and a fine of up to \$1,000, dismissal from employment, and the costs of prosecution.

I also understand that the unauthorized use or unauthorized disclosure of information received from the Internal Revenue Service is a felony [IRC 7213] and is punishable by a fine up to \$5,000 and imprisonment of up to five years.

I further understand that unauthorized inspection or disclosure of information received from the Internal Revenue Service, whether knowingly or by reason of negligence, can cause me to be liable to the subject of the information for the greater of \$1000 for each act of unauthorized inspection or disclosure, or actual damages. In the case of willful inspection or disclosure which is the result of gross negligence, I can be held responsible for punitive damages and all attorney and court costs [IRC 7431].

I hereby also certify that to carry out my duties under Title IV-D of the Social Security Act, I may require access to information contained in the individual federal income tax returns filed by: (1) certain non custodial parents owing or apparently owing a duty to support their minor children, and (2) certain individuals to whom such support obligations are owed.

I have been notified that if I have any questions or concerns as to whether any access or inspection is authorized, it is my duty to consult with my immediate supervisor for guidance, and that I am to notify my immediate supervisor of any inadvertent access or inspection that may occur while performing my business responsibilities.

I certify that I understand fully the confidential nature of all information received from the Internal Revenue Service, which is maintained by the Child Support Services Division of the Alaska Department of Revenue. I understand that the disclosure restrictions and the civil and criminal penalties apply even after my employment with the Child Support Services Division is ended.

I agree not to:

- Allow any unauthorized person to inspect this Internal Revenue Service information,
- Reveal this Internal Revenue Service information to any unauthorized person,
- Use this Internal Revenue Service information in any way prohibited by state or federal law.

During _____(year), I have viewed the video entitled, "Safeguards Security Awareness Training for Child Support."
(URL: <http://www.irsvideos.gov/Governments/Safeguards/SafeguardsSecurityAwarenessTrainingForChildSupport>)

I certify by my signature that I understand the provisions of the law and the consequences for failure to abide by such laws.

Employee Name (Printed)

Employee Signature

Date

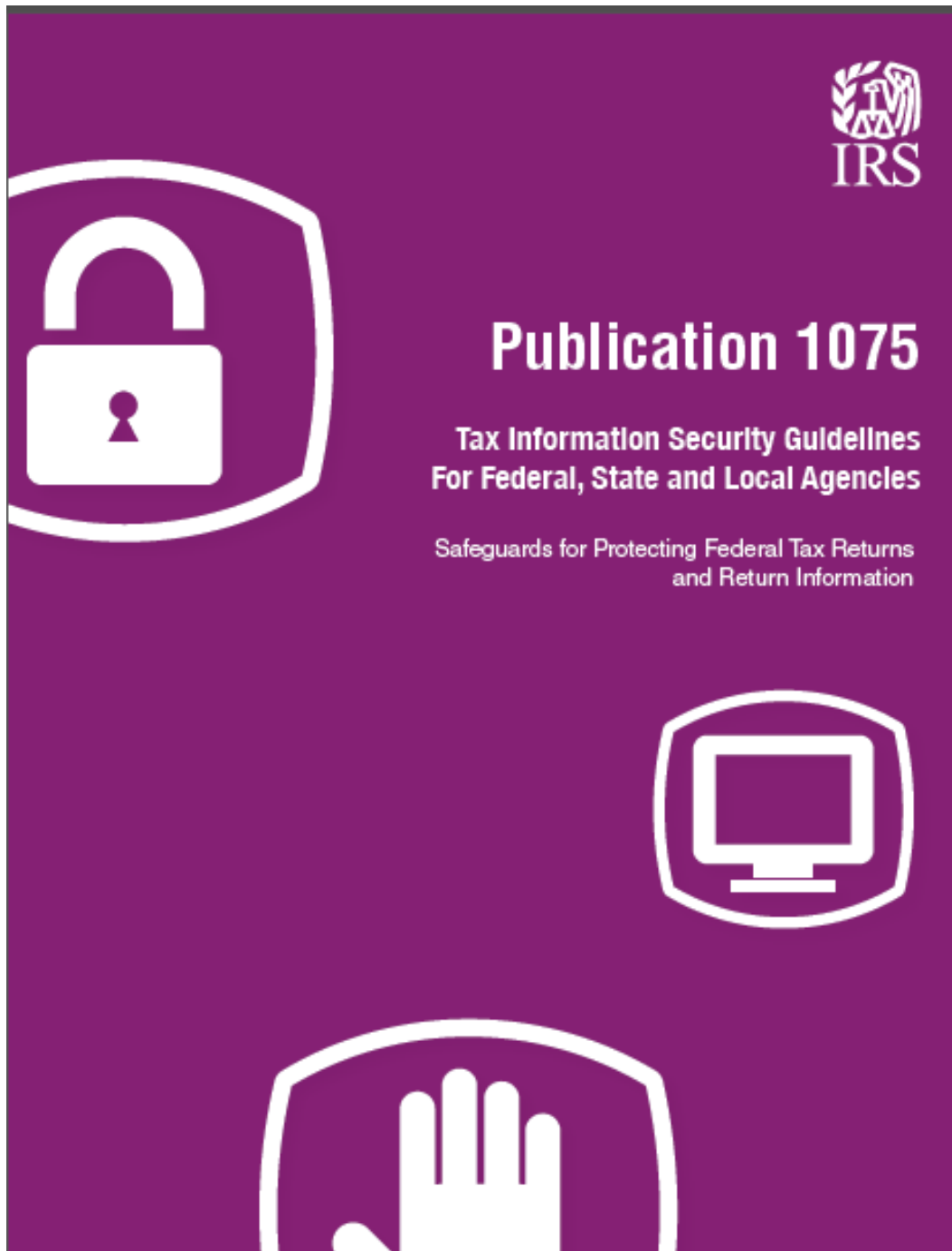
Company Name (Printed)

Company Address (Street, City, State, Zip)

Supervisor's Name (Printed)

Supervisor's Email Address

Supervisor's Phone #



Full PDF version of IRS Publication 1075:

<https://www.irs.gov/pub/irs-utl/p1075.pdf>

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as

\$5,000 or imprisonment for as long as five years, or both, together with the costs Publication 1075

Safeguarding Contract Language Exhibit 7

of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and

Safeguarding Contract Language Exhibit 7

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

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Safeguarding Contract Language Exhibit 7

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

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the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner

to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Cost Proposal Form

NSTAR Re-Platform Project

RFP#: 2017-0400-0009

Vendor Name:

Vendor Address

.....

.....

Phone Number:

The Cost Proposal must be a flat total. There will be no additional costs charged to the State of Alaska, Department of Revenue, Child Support Services Division. Cost proposals that include other charges will not be considered and the bid will be considered non-responsive.

Cost Proposal -- \$ _____ total

Signature:

Printed Name:

Title:

Date:


STATE CAPITOL
PO. Box 110001
Juneau, AK 99811-0001
907-465-3500
fax: 907-465-3532



550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax 907-269-7461
www.Gov.Alaska.Gov
Governor@Alaska.Gov

Governor Bill Walker
STATE OF ALASKA

MEMORANDUM

From: Bill Walker
Governor 

To: All Commissioners

cc: Kate Sheehan
Director, Division of Personnel and Labor Relations

Date: September 30, 2016

Subject: Alcohol and Drug-Free Workplace

As a recipient of federal funds, the State of Alaska must comply with the Drug-Free Workplace Act of 1988 (Sec. 5152-5160, P.L. 100-690). I have signed and attached the federal *FY-17 Certification Regarding Drug-Free Workplace Requirements* which covers all federal grant fund recipients October 1, 2016 through September 30, 2017. A copy of this certification must be included with all federal grant applications. Please distribute a copy to all your managers of programs funded by federal grants so that they may include it with their submissions.

The State of Alaska has always maintained an alcohol and drug-free workplace policy. However, we are required to notify all managers and employees and recipients of state pass-through federal grant funds what the federal Drug-Free Workplace Act requires of them.

Please ensure the certification is visibly posted at your workplaces and is included in federal grant application packages. Department of Administration Commissioner, Sheldon Fisher, will soon issue an annual statement to all employees of the State's alcohol and drug free workplace policy and provide a self-education guide and reference *Alcohol and Drug Information & Resources*.

Please contact the Division of Personnel and Labor Relations or your department human resource office if you have questions regarding posting of the Certification or if you would like more information about the State's policy.

Enclosure: Certification Regarding Drug-Free Workplace Requirements (FY-17)

**FY 17 Certification Regarding Drug-Free Workplace Requirements (Grants)
States and State Agencies**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the May 25, 1990 Federal Register (pages 21681-21691), require certification by grantees, prior to award, that they will maintain a drug-free workplace. A grantee that is a state may elect to make one certification in each federal fiscal year. The certificate set out below is a material representation of fact upon which reliance will be placed when the federal agency determines the award of a grant. False certification or violation of the certificate shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

- I. The grantee certifies that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against an employee for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace; and
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, under the grant, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - (e) Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of a convicted employee must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such a notice. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- (c) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), and (f)

- II. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant;

Place of Performance (street address, city, state, zip code)

Check [X] if there are workplaces on file that are not identified here.

Certified by:
STATE OF ALASKA

Effective:
October 1, 2016 through September 30, 2017


Bill Walker
Governor


Date