

### STATE OF ALASKA

Department of Administration
Office of Information Technology
PO Box 110206
Juneau Alaska 99811

## Informal Request for Proposals (IRFP)

IRFP 2020-0200-4586 Date of Issue: **May 20, 2020** 

### Title and Purpose of IRFP:

Establish Ivanti End Point Manager and associated add-on products configuration suitable to serve 12+ departments and a user base across the State in a consolidated fashion.

Offerors Are Not Required to Return This Form.

<u>Important Notice</u>: 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 notification of subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Name Brian Sonesen Department of Administration

Phone:907.465.1067 Fax: 907.465.2189

Email: Brian. Sonesen@alaska.gov

#### **Return Instructions**

#### Proposals must be received no later than 2:00 P.M., Alaska Standard Time on May 26, 2020

Offerors must submit proposals via email. Below is the maximum size of email that can be received by the state and the labeling requirements for submitting proposals via email. Please read the information thoroughly.

Submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **DOA.DGS.info@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 IRFP 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.

### All questions concerning this IRFP must be directed to the procurement officer:

PROCUREMENT OFFICER:
Brian Sonesen
PHONE 907-465-1067 - TDD TTY/TDD 711 (in-state) or 1-800-770-8255 (out-of-state)
Brian.sonesen@alaska.gov

#### Purpose of the IRFP

The Department of *Administration*, Office of *Information Technology*, is soliciting proposals for establishing an Ivanti End Point Manager and associated add-on products configuration suitable to serve 12+ departments and a user base across the State in a consolidated fashion.

### Contract Type

This is a firm fixed price contract.

#### Contract Budget

Department of Administration, Office of Information Technology, estimates a budget of \$60,000.00 for completion of this service. Proposals priced at more than \$60,000.00 will be considered non-responsive and rejected.

#### 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 June 1, 2020 through December 31, 2020.

Unless otherwise provided in this IRFP, 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:

Issue IRFP 5-20-2020 Deadline for Receipt of Proposals 5-26-2020, 2:00 pm AST State of Alaska issue Notice of Award 5-28-2020 State of Alaska issue contract 5-29-2020 Contract starts 6-1-2020

#### Location of Work

This project solicitation includes the ability to provide both remote and onsite engagement. Onsite engagement would be in Juneau, Alaska, during business hours Monday through Friday 8:00 AM AKST to 5:00 PM AKST. Proposal shall include how will the contractor determine how much time will be needed onsite and remotely.

The state will provide workspace and remote access for the contractor.

#### Travel

The contractor is responsible for arranging, booking and paying for all travel costs. Total bid price shall include all travel costs necessary to complete this project, including but not limited to, all forms of transportation, lodging, and per diem costs. Travel to other locations will not be required.

#### **Minimum Requirements**

In order for offers to be considered responsive they must meet the minimum prior experience requirements:

- Offeror must have had, at a minimum, 2 prior engagements for equivalent services outlined in this scope of work.
- Offeror must include specific examples of these engagements with sufficient detail to compare to the State of Alaska needs as further defined in the scope section of this document.

#### NOTE: Alaska Public Safety Information Network Clearance Requirement.

Prior to the engagement start date, any individual performing work on this engagement must receive background/security clearance through Alaska Public Safety Information Network (APSIN). The awarded vendor is responsible for any fees or costs associated with seeking and obtaining APSIN clearance. If, after award, the vendor is unable to produce an employee that meets this requirement, the state will find them non-responsible, resend the notice of award and reissue, listing the next qualifying vendor.

#### Subcontractors and Joint Ventures

Subcontractors will not be allowed.

Joint ventures will not be allowed.

### Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP. 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

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

#### 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.

#### 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.

#### Evaluation of Proposals

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, 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.

#### Contract Approval

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner 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.

#### **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 report and invoice has been approved by the project director.

### Contract Changes - 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 and cannot exceed the small procurement limits established under AS 36.30.320.

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

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.

### Alaska Business License and Other Required Licenses

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, P. O. 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:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;

are offering services or supplies under that specific line of business:

- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license. 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
  - 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.

Alaska Business License will be required at time of award.

#### **Preferences**

The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP 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/policy.html

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 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.

#### Alaska Bidder Preference

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Veteran Preference

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990(250) 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 Offeror Preference

Alaska offerors will be provided a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(25), are eligible for this preference. Each Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

#### **Standard Contract Provisions**

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

#### **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 Attachment 4; APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

#### **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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of and offeror's proposal 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, prior to the deadline for receipt of proposals.

#### Right of Rejection

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- 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.

### Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

#### State Not Responsible for Preparation Costs

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

#### 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 that 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 an Award or Notice of 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.

#### **Authorized Signature**

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

#### 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 thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

### **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 of the Department of Administration 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.

#### **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.

#### **Disputes**

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

#### 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.

### Supplemental Terms and Conditions

Proposals must comply with **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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.

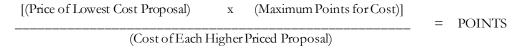
#### Vendor Tax ID

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

#### Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:



### 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.

#### 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.

#### Notice of Award (NOA) — Offeror Notification of Selection

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

#### **Protest**

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

### Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

#### Scope of Work

Office of Information Technology Partner Services (OIT-PS) seeks to establish Ivanti End Point Manager (EPM) and associated add-on products configuration suitable to serve 12+ departments and a user base across the State in a consolidated fashion.

- Installation, configuration, and facilitation of the Ivanti Cloud Services Gateway Appliance, including the setting of existing EPM cores for service.
- Create, configure, test, and validate role-based security and responsibilities within the EPM, working with the State Security Office.
- 3. Facilitate Ivanti's Endpoint Security feature for patching departmental endpoints, including reporting capabilities.
- 4. Configure and facilitate enterprise standards for EPM reporting
  - o Evaluate and import, if possible, existing reports from agencies onboarded at the time of the visit. Document the process, including criteria established for what department reports we can import.
  - Establish reporting tree organization within EPM so that individual department reports segregated from standard ITS&D reporting.
  - o Bind this feature to our role-based security.
  - Coordinate this feature with our Office 365 tenant for the ability to schedule emailed reports to leadership staff requesting it.
  - o Reports should include but are not limited to
    - Microsoft and possibly Adobe True Ups which occur annually.
    - Inventory by Department & Division
    - Operating Systems reports
    - Dell Asset Recovery and computer refresh reports
    - Patch / Vulnerability Reports for Critical, High Availability, and low Availability systems and applications
- 5. Establish and test Application Portal as a self-service portal allowing for the installation of approved software (based on established security roles) by the end-user without requiring domain elevated privileges.
- 6. Improve Windows 10 imaging for soa.alaska.gov based system to include:
  - o Frequency management
  - o Decentralized capabilities
  - o Ability to utilize while uploading new drivers
- 7. Training and documentation for procedures and processes as established by the project deliverables.

#### Evaluation Criteria and Contractor Selection

All proposals will be reviewed to determine if they are responsive and responsible. They will then be evaluated using the criterion that is set out below.

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 IRFP 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.

Proposals will be evaluated against the questions set out in Attachment 1 Proposal Evaluation Form.

### Proposal Format, Content and evaluation Criteria

### The total number of points used to score this proposal is 100

In order for the state to evaluate proposals fairly and completely, offerors must provide all information requested. 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 also confirm that the offeror will comply with all provisions in this IRFP; 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.

Your proposal shall include the following,

### Understanding the Project (10 Points)

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

#### Management Plan for the Project (10 Points)

- 1. Please outline the management plan that you will employ to accomplish these primary overall objectives as further defined in the scope section of this document:
  - a. Establishing and configuring the overall system.
  - b. Establishing appropriate security
  - c. Onboarding the departments including application packaging
  - d. Establishing reporting
  - e. Establishing the application portal
  - f. Developing Windows 10 imaging
  - g. Address flexibility regarding due dates and possible unforeseen complications.

#### Methodology used for the project (10 Points)

Offeror must provide a comprehensive narrative statements that sets out the methodology they intend to employee and illustrate how the methodology will serve to accomplish the training and documentation aspects of this engagement as further defined in the scope section of this IRFP.

### Experience, Qualifications, References (10 Points)

Offeror must provide examples of previous engagements performing services/projects similar to the complexity of work listed in the scope of work.

• In addition to the requirements set out in section Minimum Requirements, offeror shall provide 3 reference letters from previous clients. Letters can be received from firms listed in section Minimum Requirements.

#### Alaska Offeror Preference (10 Points)

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

#### Cost (50 Points)

Overall, a minimum of 50 points of the total evaluation points will be allocated to costs. The point allocations for cost on the other proposals will be determined through the method listed under FORMULA USED TO CONVERT COSTS TO POINTS listed above.

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, profit and travel costs necessary to complete this project, including but not limited to all forms of transportation, lodging, and per diem costs.

### **ATTACHMENTS**

### Attachments

- Cost Sheet Proposal
   Proposal Evaluation Form
   Standard Agreement Form Appendix A
   Appendix B1
   Notice of Award

#### Attachment 1

#### **COST SHEET:**

#### Must be completed and returned with proposal. See return instructions

RFQ No.: 2020-0200-4586

Please submit a quote for the following:

Total cost for all services and hardware, including but not limited to, labor, installation, integration, implementation, testing, training, travel\* and background checks needed to complete the work defined in IRFP 2020-0200-4586 Office of Information Technology Partner Services (OIT-PS) seeks to establish Ivanti End Point Manager (EPM) and associated add-on products configuration suitable to serve 12+ departments and a user base across the State in a consolidated fashion.

\*Quote shall be inclusive of all travel costs for vendors to perform work on site in Juneau, including but not limited to, flights, ground transportation, lodging and per diem for an estimated 10 business days. Alaska business days are defined as Monday through Friday, 8:00 AM AKST to 5:00 PM AKST.

TOTAL COST TO COMPLETE THE PROJECT:	
QUOTE PRICE \$	
Please list any/all Alaska Preferences the Offeror is claiming to qualify for	
AUTHORIZED SIGNATURE: Must be signed by an individual authorized to bind the offeror to the provisions Signed:	of this IRFP
	of this IRFP -
Signed:	of this IRFP - 

### 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
IRFP Number
EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100
<u>Understanding of the Project</u> – 10 Points
Maximum Point Value for this Section - 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 <u>UNDERSTANDING OF THE PROJECT</u> :
Management Plan for the Project – 10 Points
Maximum Point Value for this Section - 10 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 IRFP?
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] Does it appear that offeror can meet the schedule set out in the IRFP?
EVALUATOR'S NOTES
e] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the IRFP?
EVALUATOR'S NOTES
f] To what degree is the proposal practical and feasible?
EVALUATOR'S NOTES
g] To what extent has the offeror identified potential problems?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:
Methodology Used for the Project -10 Points
Maximum Point Value for this Section – 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 IRFP:
EVALUATOR'S NOTES
b] How well does the methodology match and achieve the objectives set out in the IRFP?
EVALUATOR'S NOTES
cl. Does the methodology interface with the time schedule in the approach
c] Does the methodology interface with the time schedule in the proposal?
EVALUATOR'S NOTES
EVALUATOR'S NOTES
EVALUATOR'S NOTES

Maximum Point Value for this Section -10 Points

Proposals will be evaluated against the questions set out below.

[a] Has the firm demonstrated experience in completing similar projects on time and within budget?	
EVALUATOR'S NOTES	
[b] How successful is the general history of the firm regarding timely and successful completion of projects?  EVALUATOR'S NOTES	
[c] Has the firm provided letters of reference from previous clients?	
EVALUATOR'S NOTES	
EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS:	
EVALUATOR SPOINT TOTAL FOR <u>EXPERIENCE AND QUALIFICATIONS</u> .	
EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS:	

Questions regarding the firm.

### 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. Contract Title		3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number 6. IRIS GAE Number (if used)		7. Alaska Business License Number		
This contract is between th	e State of Alaska,		<b>,</b>	
8. Department of		Division		hereafter the State, and
9. Contractor				hereafter the contractor
Mailing Address	Street or P.O. Bo	οx	City	State ZIP+4
ARTICLE 2. Perform 2.1 Append 2.2 Append	ance of Service: ix A (General Provisions), Artic ix B sets forth the liability and ir	les 1 through 16, go	tached to it are considered part of verns the performance of services 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			, and	
ARTICLE 4. Consider 4.1 In full co \$	erations: nsideration of the contractor's in ac	performance under t	rovisions of Appendix D.	he contractor a sum not to exceed ract Number and send the billing to:
11. Department of			Attention: Division of	
Mailing Address			Attention:	
12.	CONTRACTOR		Ι	1
Name of Firm			documents are correct against funds and ap	ertify that the facts herein and on supporting that this voucher constitutes a legal chargoropriations cited, that sufficient funds a
Signature of Authorized Repr	esentative	Date	encumbered to pay this obligation, or that there is a suffice in the appropriation cited to cover this obligation. I am a knowingly make or allow false entries or alternations on a proceed or knowingly destroy, mutilate, suppress, conceal, remove	
Typed or Printed Name of Authorized Representative		impair the verity, legibility or availability of a public record constitute tampering with public records punishable under AS 11.56.81582  Other disciplinary action may be taken up to and including dismissa		
Title				
13. CONTRACTING AGENCY		Signature of Head of Contractir Designee	g Agency or 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.

**02-093 (Rev. 04/14)** SAF.DOC

#### **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.

#### Attachment 4

# APPENDIX B1 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.

#### Attachment 5



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:	
IRFP NO.:	IRFP DEADLINE:	
	IRFP SUBJECT:	
CONTRACTING OFFICER:	SIGNATURE:	

This is notice of a contract award. 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 Award 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

I St	JMMARY