

STATE OF ALASKA REQUEST FOR PROPOSALS



IMPLEMENTATION OF AN INTEGRATED RESOURCE MANAGEMENT SYSTEM (IRMS)

RFP 2023-1000-5179

ISSUED AUGUST 26, 2022

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

[SHAWN M. OLSEN](#)
PROCUREMENT OFFICER
SHAWN.OLSEN@ALASKA.GOV

(907) 269 – 8687

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Division of Mining, Land & Water (DMLW), is soliciting proposals from qualified Offerors to provide, as needed, a fully integrated resource management system that replaces the current Department System of Record and incorporates end user business process management including application and form development, workflow management and reporting, inspection and compliance reporting capabilities, agency record development, potential to incorporate revenue and billing, incorporates access to spatial data, and to assist the agency in the planning and implementation of the system. A more detailed description of services is provided in Section 3 Scope of Work & Contract Information.

SEC. 1.02 BUDGET

The DNR estimates a budget of **\$7,000,000.00** for three phases to be conducted over a five-year period. The budget amount is an estimate and does not represent a work commitment. The budget for Phase 1 – Assessment is anticipated to be approximately \$100,000.00. The budget for Phase 2 Implementation Plan is anticipated to be approximately \$50,000.00. The budget for Phase 3 – Implementation of System, and Support is anticipated to be approximately \$4,850,000.00.

The State does not guarantee any minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP. Services provided throughout the contract period will be on an as-needed basis.

Any proposals that exceed **\$7,000,000.00** will be considered non-responsive and will be disqualified.

Cost Proposals will be evaluated on the Total Costs listed on Attachment 3 Cost Proposal.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **September 21, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- 1) Offerors must have at least five years of prior experience working with State agencies in the development, implementation, and maintenance of an integrated system described in greater detail Section 3 Scope of Work & Contract Information.
- 2) Offerors must have at least five years of technical expertise in development of integrations or interfaces necessary for system compatibility and functionality with existing agency databases or programs.

Offerors must detail in their proposal how they meet the minimum prior experience requirements above. Offerors that fail to identify in their proposals how they meet the prior experience requirements will be deemed non-responsive.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least 10 days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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.

Deadline to receive questions is **September 8, 2022, by 2:00 PM** Alaska Time.

Procurement officer: [Shawn M. Olsen](#); – PHONE: (907) 269 – 8687; TDD: (907) 269-8411;

Email: shawn.olsen@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to shawn.olsen@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.

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

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, 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 Natural Resources

Procurement Section

Attention: [Shawn M. Olsen](#)

Request for Proposal (RFP) Number: 2023-1000-5179

RFP Title: Implementation of an Integrated Resource Management System (IRMS)

550 West 7th Avenue, Suite 1330

Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at **(907) 269-8687** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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 90-days from the date set as the deadline for receipt of proposals.

(b) 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 RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [A] through [G] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

(c) 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.

(d) 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO PROPOSALS

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

SEC. 1.12 AMENDMENTS TO THE RFP

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

SEC. 1.13 RFP SCHEDULE

The RFP 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 deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP – **August 26, 2022,**
- Deadline for Receipt of Questions – **September 8, 2022,**
- Deadline for Receipt of Proposals – **September 21, 2022,**
- **ANTICIPATED** Scheduling for System Demonstration by week of **September 26, 2022,**
- **ANTICIPATED** Proposal Evaluation Committee completes evaluation by week of **October 10, 2022,**
- **ANTICIPATED** System Demonstrations by week of **October 17, 2022,**

- **ANTICIPATED** State issues Notice of Intent to Award a Contract by week of **October 24, 2022**,
- **ANTICIPATED** State issues contract week of **November 7, 2022**,
- **ANTICIPATED** Contract start **November 15, 2022**.

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 Natural Resources, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Division of Mining, Land & Water is the lead agency responsible for managing over 100 million acres of land and water for the benefit of state residents. All actions that impact the use or disposition of state lands, or potential future state lands, are entered into the Land Administration System (LAS) software platform located on the existing mainframe. LAS is the current official system of record for all actions occurring on state lands and it, or its replacement, must be maintained in perpetuity. Examples of types of actions include changes in title to state lands, state land selections and top filings, borough selections of state lands, actions involving sale or leases of state land, land classifications, permitted uses, federal and state and mining claims, and rights-of-ways among many others. Many of the actions captured in LAS also have a geospatial component that is stored on an Oracle database which must be accessed by the LAS. While the mainframe hardware running LAS was updated not long ago, the LAS system itself was developed in the 1980's. Due to its age and difficult user interface, the Department has had to develop or implement numerous other computer-based software or vendor supplied products, integrations, applications, and interfaces to maintain functionality and increase staff efficiency for inputting information into LAS and retrieving information for use by staff (reporting, searches, billing, and customer actions) and for use by the public through a web-based interface. Development of these additional tools is costly in both dollars and time and has resulted in inefficiencies across the Division.

Through this RFP, the Department is seeking to replace existing system of record, currently LAS, with an integrated resource management system that can be purchased and implemented as needed which incorporates end user business management tools that will increase efficiencies in Department adjudication and will enhance transparency and ease of use by the public and customers. It is desirable that this system be hosted on the State of Alaska's Azure cloud tenant.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Division of Mining, Land & Water, is soliciting proposals from qualified professionals to provide a new fully integrated resource management system that can be purchased and implemented as needed, and to provide continued software development, training, and support for the new system. The project is intended to be addressed in three phases as follows:

- **Assessment:** The Contractor shall provide an assessment that will inform planning and implementation decisions related to this project. This assessment shall be developed after the offeror has conducted all meetings with DNR staff necessary to fully understand DNR's system needs. At a minimum the assessment must:
 - Outline all current paper systems currently used that feed into LAS (e.g., forms, applications, inspection sheets) and electronic systems that make up, or interact with, the current system of record,
 - Identify apparent data, information, or system gaps, and integrations or interfaces with existing DNR vendor systems necessary for successful implementation of the new system, and
 - Identifies proposed new system components, integrations, and interfaces necessary to meet agency needs.
- **Implementation Plan:** The Contractor shall develop an implementation plan that identifies the implementation process in a RACI chart or similar diagram format, identifies anticipated costs by project phase; includes implementation and phasing recommendations from the Contractor; and identifies any reoccurring annual costs associated with implementation of the new system. The implementation plan shall include a Security Plan component that follows the attached example formats (attachment 6 Security Plan).
- **Implementation of System:** The Contractor shall advise, provide, and implement a new system that shall be hosted and maintained on the State of Alaska's Azure cloud tenant, or other State approved tenant that:
 - incorporates electronic application and form development by the agency,
 - incorporates electronic completion and submittal of forms and applications by customers,
 - incorporates in-product application adjudication actions and business administration by staff,
 - incorporates in-product generation of correspondence, maps and data overlays, administrative review, reporting, and management functions by staff,
 - integrates ESRI derived mapping components,

IMPLEMENTATION OF AN INTEGRATED RESOURCE MANAGEMENT SYSTEM (IRMS)

- integrates with existing Revenue & Billing (R&B) accounting system for all authorizations,
 - incorporates in-product payment and receipting of fees and ability to interface with current state vendors to accept credit card payments consistent with Department of Revenue policies on Electronic Payments,
 - integrates with a document or content management system,
 - is consistent with the Security Plan under phase 2 as modified and accepted by the State,
 - includes in-product public notice capabilities and ability to integrate with existing state public notice systems,
 - includes a Content Management System/Document Management System (CMS/DMS), or integration with an existing CMS/DMS, that allows storage and retrieval of agency documents, and
 - includes customers portal to view status of applications, view and search agency public notices, view and submit comments on a proposed project, and view and print documents related to each application or customer.
- The Contractor shall provide, and implement an existing product, or suite of products, that serve as an integrated system that minimizes the need to custom programming by the division, department, or the offeror.
 - The Contractor must migrate all existing data from the existing mainframe to the department identified replacement and ensure that data is useable in the new system.
 - The Contractor must train appropriate DNR staff in the use of the system and shall provide a user guide/help system for internal and external customers.
 - The Contractor must implement the new system of record and provide a survey to the State project team to ensure implementation requirements have been met.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, for approximately five years until completion, approximately November 30, 2027. There is one, five-year renewal option to be exercised at the sole discretion of the State. The contract will be awarded on an “as needed” basis, the identified phases may or may not be awarded at the State’s sole discretion. Maintenance and support services shall be provided subsequent to implementation of the system.

The Contractor’s first work period is anticipated to be approximately December 2022 to July 2023, the Contractor shall conduct meetings with the agency core project team and staff as needed and produce an assessment that will be used to inform decisions on requirements and scope regarding implementation of an integrated system. The cost of the assessment under phase one of this contract is not to exceed \$100,000.00. The Contractor shall submit first draft of the assessment by April 30, 2023, for review by the

core project team with the second draft submitted by June 30, 2023, for review by the core team. Final assessment is due July 31, 2023.

If DNR elects to continue to award the second phase of this project, the Contractor's second work period is anticipated to be from August 2023 to February 2024. Within this contract work period, the Contractor shall conduct required meetings and produce the implementation plan required under this contract. The Contractor shall submit the first draft of the plan by November 15, 2023, for review by the core project team with the second draft submitted by January 15, 2024, for review by the core team. Final implementation plan is due February 28, 2024.

If DNR elects to award to the third phase of this project, the Contractor's third work period is anticipated to be from February 2024 to November 30, 2027. Within this project period, the Contractor shall provide and implement all components of the new system required under this contract, migrate all data to the new system, and assist agency staff in the implementation as necessary.

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

SEC. 3.03 DELIVERABLES

The Contractor is required to provide the following deliverables:

- Assessment identifying existing electronic systems, processes, integrations, and interfaces currently used to conduct business within DMLW and identify any data gaps and needed integrations, interfaces or specific programming needs to implement a new integrated system as identified under Section 3.01 Scope of Work.
- Implementation plan identifying the phasing of process steps, timeline, costs, and security plan associated with implementation of an integrated resources management system as identified under Section 3.01 Scope of Work.
- Implementation and support of the integrated system with all components identified under Section 3.01 Scope of Work.

SEC. 3.04 CONTRACT TYPE

The resulting contract will be a Master Agreement (MA) and will be a Term Contract. The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this RFP.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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 federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed are at the Contractor's primary place of business.

The State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

The Contractor must include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for all necessary trips to Anchorage. Some meetings will take place using video conference. Travel to other locations will not be required.

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

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

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

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

SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS

The Contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 2 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 CONTRACT PERSONNEL

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

SEC. 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 or procurement officer may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

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

SEC. 3.13 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 procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

The 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.).

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

- All State data; and
- State security architecture;

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 federal or state 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.

SEC. 3.15 INDEMNIFICATION

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

SEC. 3.16 INSURANCE REQUIREMENTS

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

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

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

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

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

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

SEC. 3.17 TERMINATION FOR DEFAULT

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

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

SEC. 4.02 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.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

- title,
- resume,
- Years' experience providing IRMS services,
- location(s) where work will be performed,

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

SEC. 4.07 COMPLETED PROJECTS

Offerors must provide a list of their **LAST THREE COMPLETED** IRMS projects. The list must include the following:

- Proposed/Initial IRMS Project Start Date,
- Actual IRMS Project Start Date,
- Proposed/Initial IRMS Project Completion Date,
- Actual/Final IRMS Project Completion Date,
- Proposed Initial IRMS Project Budget,
- Actual/Final IRMS Project Cost.
- Client contracts contact information, including name, title, telephone number, and email address.

Offerors must certify the projects listed are the offeror's **LAST THREE COMPLETED** IRMS projects. If the State determines the offeror did not provide their **LAST THREE COMPLETED** IRMS projects and that the IRMS projects listed by the offeror were out of sequence, and/or not completed the State will disqualify the offeror. If the State determines after award of a contract, the offeror did not provide their **LAST THREE COMPLETED** IRMS projects and that the IRMS projects listed by the offeror were out of sequence, and/or not completed the State will terminate the contract. Offerors that do not provide their **LAST THREE COMPLETED** will be determined non-responsive and will be disqualified.

SEC. 4.08 SYSTEM DEMONSTRATION

Offerors must provide a demonstration of their IRMS or similar product to the review committee consistent with the following criteria:

- IRMS Demonstration shall not exceed one and a half hours. The demonstration shall highlight the following elements of an IRMS or similar product:
 - Web-based public interface allowing electronic submission of forms, electronic submission of payments, ability to access and print public documents, ability to notice applications or projects, and the ability to accept comments on a project or application;
 - Web-based business process management functionality including management of workflow, internal and external document and form development capabilities, ability to interface or integrate with existing agency applications, software, or vendor supplied products, automated reminders sent to staff for timed events, and ability to establish and manage agency file structures;
 - Web-based portal that allows the public to view the status of their applications;
 - Demonstrate a Document Management System/Content Management System (DMS/CMS) if incorporated into the offeror's system or the ability to integrate with a DMS/CMS; and,

- Data reporting system that including active adjudication actions (e.g., leases, permits, easements), backlog, team or section casefile/workload, and revenue reporting capabilities.
- Following the demonstration, Offeror shall entertain questions from the reviewing committee specifically about their IRMS product for a period not to exceed one hour.

SEC. 4.09 COST PROPOSAL

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

SEC. 4.10 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

11) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 COMPLETED PROJECTS (10%)

Proposals will be evaluated against the questions set out below:

- 1) To what extent did the offeror's IRMS projects get completed on time or sooner?
- 2) To what extent did the offer complete the IRMS projects within or under budget?
- 3) To what extent did the offeror receive a favorable review from client contact?

SEC. 5.06 SYSTEM DEMONSTRATION (20%)

The demonstrations will be evaluated against the questions set out below:

- 1) To what extent did the offeror's IRMS product have a user-friendly appearance and interface?
- 2) To what extent was the offeror's web-based public interface intuitive and functional?
 - a. How well did the product guide a user through the system efficiently?
 - b. Was a self-help option available, apparent, and intuitive?
 - c. How well did the product track application fees and have the ability for an applicant to pay fees online?

- d. How well did the product provide the ability to access publicly available documents including applications, public notices, or other similar documents and to submit comments on applications or projects?
- 3) To what extent did the offeror's product offer business process functionality including workflow management and document development?
- 4) To what extent with did the offeror's product provide process and revenue reporting functionality?

SEC. 5.07 CONTRACT COST (20%)

Overall, a minimum of 20% 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 6.09.

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 6.14.

SEC. 5.08 ALASKA OFFEROR PREFERENCE (10%)

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 Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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.

SEC. 6.02 CLARIFICATION OF OFFERS

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

SEC. 6.03 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.04 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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

SEC. 6.05 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via teleconference.

If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

SEC. 6.06 FAILURE TO NEGOTIATE

If the selected offeror:

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

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

SEC. 6.07 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.08 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 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 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:

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

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

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

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

SEC. 6.09 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 Shared Service's** web site:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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)

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

Sec. 6.10 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.12 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% of the total available points added to their overall evaluation score as a preference.

SEC. 6.13 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 using the formula:

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

SEC. 6.14 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES
(a) FORMULA USED TO CONVERT COST TO POINTS**STEP 1**

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

IMPLEMENTATION OF AN INTEGRATED RESOURCE MANAGEMENT SYSTEM (IRMS)

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

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.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

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

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

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 Right of Rejection**. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Standard Agreement Form (SAF) with Appendix A – General Provisions;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Cost Proposal,
- 5) Last Three IRMS Projects Certification Form,
- 6) Security Plan.

ATTACHMENT 1**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 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
<p>10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>Article 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>Article 4. Considerations:</p> <p>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.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
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	
Department/Division		Date	
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		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 Manager" 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 ensure 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 ensure 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 Manager, 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 Manager 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 Manager 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 Manager. Unless otherwise directed by the Project Manager, 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 2**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) 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 bid;
 - (c) 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*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE
AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the
Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 4

COST PROPOSAL FORM

Offerors must be aware this is a Request for Proposal process. Cost is only one of the factors that will be used to evaluate proposals submitted in response to this RFP. Other factors that will be evaluated are outlined in Section 5 of this RFP and the Proposal Evaluation form attached to this RFP.

Offerors are to submit their cost using this Cost Proposal Form. Costs offered are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct and indirect costs, payroll, supplies, equipment, overhead, and profit. Failure to complete and submit this Cost Proposal form will result in disqualification of the offer as being non-responsive.

The State may award in whole or in in part, the phases identified in this RFP at its sole discretion. The State will only pay for actual goods and/or services provided. The amount of goods and/or services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum amount of goods and/or services under any contract resulting from this RFP.

Attachment 4 Cost Proposal Form will be evaluated by the Procurement Officer. This cost proposal form will be used only for evaluation and award purposes of a contract. The Total Costs offered for each line will become firm for the term of the contract.

1. COSTS

LINE	DESCRIPTION	TOTAL COST
1.	Cost Deliverables for Phase One – Assessment	\$ _____
2.	Cost Deliverables for Phase Two – Implementation Plan	\$ _____
3.	Cost Deliverables for Phase Three – Implementation of System, and Support.	\$ _____
4.	Total Costs of Lines 1-3	\$ _____
5.	Company Name:	
	Authorized Representative's Printed Name:	
	Authorized Representative's Signature:	
	Date Bid Schedule Signed:	

2. PREFERENCE CERTIFICATION:

Line	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

END OF COST PROPOSAL FORM

ATTACHMENT 5

LAST THREE COMPLETED IRMS PROJECTS CERTIFICATION FORM

Offerors must certify the projects listed are the offeror's **LAST THREE COMPLETED** (went live) IRMS projects. If the State determines the offeror did not provide their **LAST THREE COMPLETED** (went live) IRMS projects and that the IRMS projects listed by the offeror were out of sequence, and/or not completed the State will disqualify the offeror. If the State determines after award of a contract, the offeror did not provide their **LAST THREE COMPLETED** (went live) IRMS projects and that the IRMS projects listed by the offeror were out of sequence, and/or not completed the State will terminate the contract. Offerors that do not provide their **LAST THREE COMPLETED** (went live) will be determined non-responsive and will be disqualified.

1. LAST THREE COMPLETED IRMS PROJECTS CERTIFICATION:

LINE	DESCRIPTION	OFFEROR RESPONSE
1.	Proposed/Initial IRMS Project Start Date	
2.	Actual IRMS Project Start Date (went live)	
3.	Proposed/Initial IRMS Project Completion Date	
4.	Actual/Final IRMS Project Completion Date	
5.	Proposed Initial IRMS Project Budget	
6.	Actual/Final IRMS Project Cost	
7.	Client Contact Name (for reference checking purposes)	
8.	Client Contact Telephone Number	
9.	Client Contact Email Address	
10.	Company Name: Authorized Representative's Printed Name: Authorized Representative's Signature: Date Certifying/Signed:	

2. LAST THREE COMPLETED IRMS PROJECTS CERTIFICATION:

LINE	DESCRIPTION	OFFEROR RESPONSE
1.	Proposed/Initial IRMS Project Start Date	
2.	Actual IRMS Project Start Date (went live)	
3.	Proposed/Initial IRMS Project Completion Date	
4.	Actual/Final IRMS Project Completion Date	
5.	Proposed Initial IRMS Project Budget	
6.	Actual/Final IRMS Project Cost	
7.	Client Contact Name	
8.	Client Contact Telephone Number	
9.	Client Contact Email Address	
10.	Company Name:	
	Authorized Representative's Printed Name:	
	Authorized Representative's Signature:	
	Date Certifying/Signed:	

3. LAST THREE COMPLETED IRMS PROJECTS CERTIFICATION:

LINE	DESCRIPTION	OFFEROR RESPONSE
1.	Proposed/Initial IRMS Project Start Date	
2.	Actual IRMS Project Start Date (went live)	
3.	Proposed/Initial IRMS Project Completion Date	
4.	Actual/Final IRMS Project Completion Date	
5.	Proposed Initial IRMS Project Budget	
6.	Actual/Final IRMS Project Cost	
7.	Client Contact Name	
8.	Client Contact Telephone Number	
9.	Client Contact Email Address	
10.	Company Name:	
	Authorized Representative's Printed Name:	
	Authorized Representative's Signature:	
	Date Certifying/Signed:	

END OF LAST THREE COMPLETED IRMS PROJECTS CERTIFICATION FORM

ATTACHMENT 6
SECURITY PLAN
EXAMPLE



Information Technology System Security Plan

for General Support Systems¹

*<Project or System Name>
for <Name of Agency>*

**State of Alaska
State Information Security Office**

Month, Year

¹A general support system is an interconnected set of information resources under the same direct management control that shares common functionality. A general support system normally includes hardware, software, information, data, applications, communications, facilities, and people and provides support for a variety of users and/or applications.

Revision Sheet

Release No.	Date	Revision Description
Rev. 0	1/5/2015	System Security and Privacy Plan Template and Checklist
Rev. 1	1/7/2015	Various updates for readability and presentation
Rev. 2	1/9/2015	Various edit for reference
Rev. 3	12/30/2021	Updated to reflect organizational changes; references to 800-53 Rev5.



General Support System Security Plan Authorization Memorandum for

System name

The proposed and current settings and security for the system / application have been documented in an appropriate security plan.

The majority of risks to this system/application have been documented, mitigated, and accepted in the system security plan. The following risks have not been mitigated to a reasonable and appropriate level as determined by an Information Security Officer.

-
-
-
-

By signing below, I understand and accept the aforementioned risks to the Division/Department and authorize the system / application to production.

Date

Printed Name of Business/System Owner
(ex. Division Director)

Signature

Date

Printed Name of Department Technology Officer

Signature

Date

Print Name of Information Security Officer
CISO / DELEGATE

Signature

All three signatures are required for authorization to production. If one or more signatures are missing, the Department Commissioner or Designee can assume the risk and can authorize the system/application to be deployed to production on their signature alone.

Date

Printed Name of Agency Head
Commissioner

Signature

**GENERAL SUPPORT
SYSTEM SECURITY PLAN**

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1.0 GENERAL INFORMATION

1.0 GENERAL INFORMATION

SYSTEM IDENTIFICATION

System Name/Title

- Unique Identifier & Name Given to the System.

Information System Categorization

- Use of a categorization methodology, such as FIPS 199 (included below) is helpful to classify the information intended to be stored in the system.

Security Objective	Potential Impact		
	Low	Moderate	High
Confidentiality <i>Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.</i>	The unauthorized disclosure of information could be expected to have a limited adverse effect on organizational operations, organizational assets or individuals	The unauthorized disclosure of information could be expected to have a serious adverse effect on organizational operations, organizational assets or individuals.	The unauthorized disclosure of information could be expected to have severe or catastrophic adverse effect on organizational operations, organization assets or individuals.
Integrity <i>Guarding against improper information modification or destruction, and includes insuring information non-repudiation and authenticity.</i>	The unauthorized modification or destruction of information could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals	The unauthorized modification or destruction of information could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals	The unauthorized modification or destruction of information could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals
Availability <i>Ensuring timely and reliable access to and use of information.</i>	The disruption of access to or use of information or an information system could be expected to have a limited adverse effect on organizational operations, organizational assets or individuals.	The disruption of access to or use of information or an information system could be expected to have a serious adverse effect on organizational operations, organizational assets or individuals.	The disruption of access to or use of information or an information system could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets or individuals.

You do not have to include this table in the completed system security plan, it is provided here only as useful guidance.

Responsible Organization

- List organization responsible for the application

Information Contact(s)

- Name of person(s) knowledgeable about, or the owner of, the system. More than one point of contact may be provided.

Name:

Title:
Address:
Phone:
E-mail:

Assignment of Security Responsibility

- Name of person responsible for security of the system. More than one point of contact may be provided.

Name:
Title:
Address:
Phone:
E-mail:

System Operational Status (*choose one*)

If more than one status is selected, list which part of the system is covered under each status.

- Operational
- Under Development
- Undergoing a major modification

General Description/Purpose

- Describe the function or purpose of the system and the information processed.
- Describe the processing flow of the application from system input to system output.
- List user organizations (internal & external) and type of data and processing provided.
- List all applications supported by the general support system. For each supported application, describe the functions and information processed.

System Environment

- Provide a general description of the technical system. Include any environmental or technical factors that raise special security concerns (dial-up lines, open network, etc.).
- Describe the primary computing platform(s) used and a description of the principal system components, including hardware, software, and communications resources.
- List any security software protecting the system and information.

System Interconnection/Information Sharing

- List interconnected systems and system identifiers (if appropriate).
- Provide the system name, organization, system type (major application or general support system).

-
- Indicate if there is an existing written authorization (MOUs, MOAs) on file, data of agreement to interconnect, information categorization, and name of authorizing personnel.

System Name	Organization	Type	Agreement (MOU/MOA)	Date	Information Categorization	Auth. Official

- It is **necessary** for systems requiring written authorizations (MOUs, MOAs) that they be obtained prior to connection with such systems and/or sharing sensitive data/information. Such an agreement (MOUs, MOAs) should detail the rules of behavior maintained by the interconnecting system owners. A description of these rules should be included with the security plan or discussed narratively in this section.
- If connected to an external system which does not have a security plan, provide a short discussion of any security concerns, which need to be considered for protection.

Applicable Laws or Regulations Affecting the System

- List any laws or regulations that establish specific requirements for confidentiality, integrity, or availability of data/information in the system.

Minimum Security Controls (suggested)

- Use of guiding practice such as NIST 800-53 is suggested to help system owner understand the recommended baseline of security controls needed as informed by the information system categorization. Low-impact, Medium/Moderate-impact, and High-impact baselines are prescriptive when determining the minimum set of security controls for a system.
- Security controls such as those suggested in the security control catalog of NIST SP 800-53 Rev 5, Appendix C, (<https://doi.org/10.6028/NIST.SP.800-53r5>) have a well-defined organization and structure. Organized into classes and families for ease of use in the control selection and specification process; There are three general classes of security controls (i.e., management, operational, and technical). Each family contains security controls related to the security function of the family. A standardized, two-character identifier is assigned to uniquely identify each control family. The table below summarizes the classes and families in the security control catalog and the associated family identifiers.

ID	FAMILY	ID	FAMILY
<u>AC</u>	Access Control	<u>PE</u>	Physical and Environmental Protection
<u>AT</u>	Awareness and Training	<u>PL</u>	Planning
<u>AU</u>	Audit and Accountability	<u>PM</u>	Program Management
<u>CA</u>	Assessment, Authorization, and Monitoring	<u>PS</u>	Personnel Security
<u>CM</u>	Configuration Management	<u>PT</u>	PII Processing and Transparency
<u>CP</u>	Contingency Planning	<u>RA</u>	Risk Assessment
<u>IA</u>	Identification and Authentication	<u>SA</u>	System and Services Acquisition
<u>IR</u>	Incident Response	<u>SC</u>	System and Communications Protection
<u>MA</u>	Maintenance	<u>SI</u>	System and Information Integrity
<u>MP</u>	Media Protection	<u>SR</u>	Supply Chain Risk Management

Conclusion of Section 1 – General Information

The remainder of this system security plan template is meant to be an assist for the system owner in documenting Management, Operational and Technical controls which will be utilized in securing the system. Guiding text on the following pages of this template are suggestive and are not meant to be exhaustive, complete, or always applicable to each system. Only the informed system owner, with intimate business and organizational process asset knowledge and known state and federal applicable statutes, laws, and requirements can be expected to create a truly meaningful document.

2.0 MANAGEMENT CONTROLS

2.0 MANAGEMENT CONTROLS

Risk Assessment and Management

- Describe the risk assessment methodology used to identify the threats and vulnerabilities of the system. Include the date the review was conducted. If there is no system risk assessment, include a milestone date (month and year) for completion of the assessment.

Review of Security Controls

- List any independent security reviews conducted on the system in the last three years.
- Include information about the type of security evaluation performed, who performed the review, the purpose of the review, the findings, and the actions taken as a result.

Rules of Behavior

- A set of rules of behavior in writing must be established for each system. The rules of behavior should be made available to every user prior to receiving access to the system. It is recommended that the rules contain a signature page to acknowledge receipt.
- The rules of behavior should clearly delineate responsibilities and expected behavior of all individuals with access to the system. They should state the consequences of inconsistent behavior or non-compliance. They should also include appropriate limits on interconnections to other systems.
- Attach the rules of behavior for the system as an appendix and reference the appendix number in this section or insert the rules into this section.

Planning for Security in the Life Cycle

Determine which phase(s) of the life cycle the system, or parts of the system are in.
Describe how security has been handled in the life cycle phase(s) the system is currently in.

Initiation Phase

- Reference the sensitivity assessment, which is described in the NIST SP800-18, Section 3.7, *Sensitivity of Information Handled*.

Development/Acquisition Phase

- During the system design, were security requirements identified?
- Were the appropriate security controls with associated evaluation and test procedures developed before the procurement action?
- Did the solicitation documents (e.g., Request for Proposals) include security requirements and evaluation/test procedures?
- Did the requirements permit updating security requirements as new threats/vulnerabilities are identified and as new technologies are implemented?
- If this is a purchased commercial application or the application contains commercial, off-the-shelf components, were security requirements identified and included in the acquisition specifications?

Implementation Phase

- Were design reviews and systems tests run prior to placing the system in production? Were the tests documented? Has the system been certified?
- Have security controls been added since development?
- Has the application undergone a technical evaluation to ensure that it meets applicable federal laws, regulations, policies, guidelines, and standards?
- Include the date of the certification and accreditation. If the system is not authorized yet, include the date when the accreditation request will be made.

Operation/Maintenance Phase

- The security plan documents the security activities required in this phase.

Disposal Phase

- Describe in this section how information is moved to another system, archived, discarded, or destroyed. Discuss controls used to ensure the confidentiality of the information.
- Is sensitive data encrypted?
- How is information cleared and purged from the system?
- Is information or media purged, overwritten, degaussed or destroyed?

Authorize Processing

- Provide the date of authorization, name, and title of the management official authorizing processing in the system.
- If not authorized, provide the name and title of the manager requesting approval to operate, and the date of the request.

3.0 OPERATIONAL CONTROLS

3.0 OPERATIONAL CONTROLS

Personnel Security

- Have all positions been reviewed for sensitivity level?
- Have individuals received background screenings appropriate for the position to which they are assigned?
- Is user access restricted to the minimum necessary to perform the job?
- Is there a process for requesting, establishing, issuing, and closing user accounts?
- Are critical functions divided among different individuals (separation of duties)?
- What mechanisms are in place for holding users responsible for their actions?
- What are the friendly and unfriendly termination procedures?

Physical and Environmental Protection

- Discuss the physical protection for the system. Describe the area where processing takes place (e.g., locks on terminals, physical barriers around the building and processing area, etc.).
- Factors to address include physical access, fire safety, failure of supporting utilities, structural collapse, plumbing leaks, interception of data, mobile and portable systems.

Production, Input/Output Controls

Describe the controls used for the marking, handling, processing, storage, and disposal of input and output information and media, as well as labeling and distribution procedures for the information and media. The controls used to monitor the installation of, and updates to software should be listed. In this section, provide a synopsis of the procedures in place that support the system. Below is a sampling of topics that should be reported in this section.

- User Support - Is there a help desk or group that offers advice?
- Procedures to ensure unauthorized individuals cannot read, copy, alter, or steal printed or electronic information
- Procedures for ensuring that only authorized users pick up, receive, or deliver input and output information and media
- Audit trails for receipt of sensitive inputs/outputs
- Procedures for restricting access to output products
- Procedures and controls used for transporting or mailing media or printed output
- Internal/external labeling for sensitivity (e.g., Privacy Act, Proprietary)
- External labeling with special handling instructions (e.g., log/inventory identifiers, controlled access, special storage instructions, release or destruction dates)
- Audit trails for inventory management
- Media storage vault or library-physical, environmental protection controls/procedures
- Procedures for sanitizing electronic media for reuse (e.g., overwriting or degaussing)
- Procedures for controlled storage, handling, or destruction of spoiled media or media that cannot be effectively sanitized for reuse
- Procedures for shredding or other destructive measures for hardcopy media when no longer required

Contingency Planning

Briefly describe the procedures (contingency plan) that would be followed to ensure the system continues to process all critical applications if a disaster were to occur. If a formal contingency plan has been completed, reference the plan. A copy of the contingency plan can be attached as an appendix. Include descriptions for the following:

- Any agreements for backup processing
- Documented backup procedures including frequency (daily, weekly, monthly) and scope (full, incremental, and differential backup)
- Location of stored backups and generations of backups kept
- Are tested contingency/disaster recovery plans in place? How often are they tested?
- Are all employees trained in their roles and responsibilities relative to the emergency, disaster, and contingency plans?

Hardware and System Software Maintenance Controls

- Restriction/controls on those who perform maintenance and repair activities.
- Special procedures for performance of emergency repair and maintenance.
- Procedures used for items serviced through on-site and off-site maintenance (e.g., escort of maintenance personnel, sanitization of devices removed from the site).
- Procedures used for controlling remote maintenance services where diagnostic procedures or maintenance is performed through telecommunications arrangements.
- Version control that allows association of system components to the appropriate system version.
- Procedures for testing and/or approving system components (operating system, other system, utility, applications) prior to promotion to production.
- Impact analyses to determine the effect of proposed changes on existing security controls to include the required training for both technical and user communities associated with the change in hardware/software.
- Change identification, approval, and documentation procedures.
- Procedures for ensuring contingency plans and other associated documentation are updated to reflect system changes.
- Are test data “live” data or made-up data?
- Are there organizational policies against illegal use of copyrighted software or shareware?

Integrity Controls

- Is virus detection and elimination software installed? If so, are there procedures for updating virus signature files, automatic and/or manual virus scans, and virus eradication and reporting?
 - Are reconciliation routines used by the system, i.e., checksums, hash totals, record counts? Include a description of the actions taken to resolve any discrepancies.
- Are password crackers/checkers used?
- Are integrity verification programs used by applications to look for evidence of data tampering, errors, and omissions?

- Are intrusion detection tools installed on the system?
- Is system performance monitoring used to analyze system performance logs in real time to look for availability problems, including active attacks, and system and network slowdowns and crashes?
- Is penetration testing performed on the system? If so, what procedures are in place to ensure they are conducted appropriately?
- Is message authentication used in the application to ensure that the sender of a message is known and that the message has not been altered during transmission?

Documentation

Documentation for a system includes descriptions of the hardware and software, policies, standards, procedures, and approvals related to automated information system security of the system to include backup and contingency activities, as well as descriptions of user and operator procedures.

- List the documentation maintained for the system (vendor documentation of hardware/software, functional requirements, security plan, program manuals, test results documents, standard operating procedures, emergency procedures, contingency plans, user rules/procedures, risk assessment, certification/accreditation statements/documents, verification reviews/site inspections).

Security Awareness and Training

- Describe the awareness program for the system (posters, booklets, and trinkets).
- Describe the type and frequency of general support system training provided to employees and contractor personnel (seminars, workshops, formal classroom, focus groups, role-based training, and on-the job training).
- Describe the procedures for assuring that employees and contractor personnel have been provided adequate training.

Incident Response Capability

- Are there procedures for reporting incidents handled either by system personnel or externally?
- Are there procedures for recognizing and handling incidents, i.e., what files and logs should be kept, who to contact, and when?
- Who receives and responds to alerts/advisories, e.g., vendor patches, exploited vulnerabilities?
- What preventive measures are in place, i.e., intrusion detection tools, automated audit logs, penetration testing?

4.0 TECHNICAL CONTROLS

4.0 TECHNICAL CONTROLS

Identification and Authentication

- Describe the method of user authentication (password, token, and biometrics).
- If a password system is used, provide the following specific information:
 - Allowable character set;
 - Password length (minimum, maximum);
 - Password aging time frames and enforcement approach;
 - Number of generations of expired passwords disallowed for use;
 - Procedures for password changes;
 - Procedures for handling lost passwords, and
 - Procedures for handling password compromise.
 - Procedures for training users and the materials covered.
 - Indicate the frequency of password changes, describe how password changes are enforced (e.g., by the software or System Administrator), and identify who changes the passwords (the user, the system, or the System Administrator).
- Describe any biometrics controls used. Include a description of how the biometrics controls are implemented on the system.
- Describe any token controls used on this system and how they are implemented.
- Describe the level of enforcement of the access control mechanism (network, operating system, and application).
- Describe how the access control mechanism supports individual accountability and audit trails (e.g., passwords are associated with a user identifier that is assigned to a single individual).
- Describe the self-protection techniques for the user authentication mechanism (e.g., passwords are transmitted and stored with one-way encryption to prevent anyone [including the System Administrator] from reading the clear-text passwords, passwords are automatically generated, passwords are checked against a dictionary of disallowed passwords).
- State the number of invalid access attempts that may occur for a given user identifier or access location (terminal or port) and describe the actions taken when that limit is exceeded.
- Describe the procedures for verifying that all system-provided administrative default passwords have been changed.
- Describe the procedures for limiting access scripts with embedded passwords (e.g., scripts with embedded passwords are prohibited, scripts with embedded passwords are only allowed for batch applications).
- Describe any policies that provide for bypassing user authentication requirements, single-sign-on technologies (e.g., host-to-host, authentication servers, user-to-host identifier, and group user identifiers) and any compensating controls.
- If digital signatures are used, the technology must conform with FIPS 186, *Digital Signature Standard* and FIPS 180-1, *Secure Hash Standard* issued by

NIST, unless a waiver has been granted. Describe any use of digital or electronic signatures.

Logical Access Controls

- Discuss the controls in place to authorize or restrict the activities of users and system personnel within the system. Describe hardware or software features that are designed to permit only authorized access to or within the system, to restrict users to authorized transactions and functions, and/or to detect unauthorized activities (i.e., access control lists (ACLs)).
- How are access rights granted? Are privileges granted based on job function?
- Describe the system's capability to establish an ACL or register.
- Describe how users are restricted from accessing the operating system, other applications, or other system resources not needed in the performance of their duties.
- Describe controls to detect unauthorized transaction attempts by authorized and/or unauthorized users. Describe any restrictions to prevent the user from accessing the system or applications outside of normal work hours or on weekends.
- Indicate after what period of user inactivity the system automatically blanks associated display screens and/or after what period of user inactivity the system automatically disconnects inactive users or requires the user to enter a unique password before reconnecting to the system or application.
- Indicate if encryption is used to prevent access to sensitive files as part of the system or application access control procedures.
- Describe the rationale for electing to use or not use warning banners and provide an example of the banners used. Where appropriate, state whether the Dept. of Justice, Computer Crime and Intellectual Properties Section, approved the warning banner.

Audit Trails

- Does the audit trail support accountability by providing a trace of user actions?
- Are audit trails designed and implemented to record appropriate information that can assist in intrusion detection?
- Does the audit trail include sufficient information to establish what events occurred and who (or what) caused them? (type of event, when the event occurred, user id associated with the event, program or command used to initiate the event.)
- Is access to online audit logs strictly enforced?
- Is the confidentiality of audit trail information protected if, for example, it records personal information about users?
- Describe how frequently audit trails are reviewed and whether there are guidelines.
- Does the appropriate system-level or application-level administrator review the audit trails following a known system or application software problem, a known violation of existing requirements by a user, or some unexplained system or user problem?

