

STATE OF ALASKA REQUEST FOR PROPOSALS



LIVE SCAN FINGERPRINTING EQUIPMENT, INSTALLATION, TRAINING AND MAINTENANCE

RFP 2023-0200-0168

ISSUED 8/31/2023

THE DEPARTMENT OF ADMINISTRATION, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT, IS SOLICITING PROPOSALS FOR THE PURCHASE, INSTALLATION, TRAINING, AND MAINTENANCE OF LIVE SCAN FINGERPRINTING EQUIPMENT FOR USE BY STATE AGENCIES AND GOVERNMENT ENTITIES

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Office of Procurement and Property Management, is soliciting proposals for the acquisition, installation, training, maintenance, and implementation of comprehensive electronic live scan fingerprinting equipment on a non-mandatory, as-needed basis by all State of Alaska agencies.

Purchases may be made by all other government entities within the state of Alaska under the terms and conditions of this contract, including cities/boroughs, school districts, and universities.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Time on **OCTOBER 2, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

The offeror must have 5-years experience with delivering, installing, and training operators on the use of and maintenance of live scan equipment that meets the function, feature, capability, and connectivity requirements cited in Section 3.01. Offeror shall include references from at least two other government clients that can verify offeror meets the required technical and length of experience. Offerors must complete Prior experience **Submittal Form F – Prior Experience Requirements**.

To meet the minimum qualifications under this section, offerors must include three references for which services were tendered for each government client. Reference information must include:

- Client Name
- Contract Title/Contract Reference Number
- Primary Client Contact, Title and Telephone Number
- Dates product/services delivered
- Contract amount
- Description of product/services provided for client as they relate to delivery, installation, training and maintenance of live scan equipment, and
- Dates product/services delivered

The State reserves the right to contact the clients for verification of the product/services of the offeror. At its discretion, the State may choose to conduct site visits of client organizations at the State's expense.

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

SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of

any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.05 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.

Questions must be submitted via email by 2:00 PM Alaska Time on September 12, 2023.

PROCUREMENT OFFICER: **IAN MARTIN** - PHONE 907-465-5682 - EMAIL: IAN.MARTIN@ALASKA.GOV

SEC. 1.06 RETURN INSTRUCTIONS

ELECTRONIC SUBMISSIONS: Offerors **must submit** their proposal via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.oppm.coe@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf".

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 ahead of time, to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at 907-465-5682 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.08 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. 1.09 AMENDMENTS TO THE RFP

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

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

SEC. 1.10 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		8/31/23
Pre-Proposal Conference	10:30 AM	9/7/23
Deadline for Receipt of Vendor Questions	2:00 PM	9/12/23
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	10/2/23
Proposal Evaluations Complete		10/16/23
Notice of Intent to Award		10/20/23
Contract Issued		10/31/23
Contract Start		11/15/23

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 Administration, 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. 1.11 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held at **10:30 AM, Alaska Time, on September 7, 2023**. The purpose of the teleconference is to provide an overview of the RFP and discuss the work to be performed. Offerors will be allowed to ask questions concerning the RFP. Simple questions may be answered during the teleconference and will still be required to submit in writing. Technical questions must be submitted in writing following the pre-proposal conference. **ALL questions asked must** be submitted in writing following the pre-proposal conference and will be addressed in the form of an amendment to ensure a complete answer is provided. Questions and answers will be viewable by all interested parties. Refer to Section 1.05 for more details.

This will be a teleconference only, and potential Offerors may participate by calling. To dial into the teleconference, please use:

Call in (audio only) Phone Number 907-202-7104 / Phone Conference ID 265 076 427#

SEC. 1.12 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. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Public Safety (DPS), The Department of Corrections (DOC), The Department of Health (DOH), and the Department of Family and Community Services (DFCS), must enhance and augment their capabilities to capture electronic finger and palm print images from subjects at selected locations through the procurement of live scan equipment.

The Department has developed this RFP in order to accommodate:

- The need to replace current live scan systems through the deployment of new, technologically current live scans. The Department must deploy these live scans in a manner that allows for a seamless transition to its processes, procedures and workflow. Currently, the Department utilizes the Western Identification Network (WIN) NEC Automated Biometric Identification System (ABIS) technology where electronically captured finger and palm print images are captured, transmitted to the DPS, printed locally, processed through the ABIS software, and verified to fingerprints on file or utilized to establish a new fingerprint record. The live scans and equipment the Department purchases must be able to accommodate the current workflow, allowing for the local printing of electronically captured fingerprints and associated demographic, arrest and/or applicant data. Additionally, live scan submissions are transmitted via SMTP to the central site as NIST compliant attachments to an e-mail message. The message must be submitted to a defined mail server for collection by the Department maintained NIST Store & Forward (NSAF). Each live scan system must be able to send the transaction to the local printer, NSAF, or both, as determined by the live scan operator.
- The live scan equipment the Department purchases must fit into the schema of procedures, policies, standards and workflow required as a central site member of WIN, utilizing NEC equipment. Additionally, the live scans and related equipment must meet specifications and configuration requirements developed to meet the processing needs specific to the Department, and must include the option of adding additional capabilities, such as photographs, electronic signatures, irises, and additional biometric data as needed.
- Standardization: The relatively limited number of live scan equipment to be purchased, as well as the unique remoteness of Alaska requires the State to establish a standard for its live scan procurement and peripheral equipment.
- Required functionality: Beyond those aspects to be incorporated into the ABIS workflow, the Department has particular functions and features, such as the web service interface with other criminal justice information systems. This must be operational upon installation of the new live scans.

This contract may also be used by other government entities for the purchase of live scan equipment.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Throughout this RFP, the term “central site” is used. This term is used to refer to the collection point of all electronically submitted live scan submissions. Specifically, all live scan submissions are transmitted via SMTP to the central site as NIST compliant attachments to an e-mail message. The message must be submitted to a defined mail server for collection by the Department maintained NIST Store & Forward (NSAF). The NSAF processes and forwards all transactions to the WIN-ABIS system and, on demand, the NEC/WIN provided printer.

The goal of this project is the acquisition, installation and implementation of comprehensive electronic ‘live scan’ fingerprinting equipment capable of:

- 1) accurately scanning and capturing the fingerprint and palm print friction ridge detail directly from the subject’s fingers and palm;
- 2) producing high resolution, hard copy print outs of flat and rolled fingerprint and palm print impressions on appropriate card stock (standard FBI criminal and applicant fingerprint card stock) and in the appropriate formats at the live scan site and at the central site;
- 3) securely transmitting data in the standard required to communicate to the NIST Store & Forward (NSAF) maintained by the Department (Each live scan system must be able to send the transaction to the local printer, NSAF, or both, as determined by the live scan operator).;
- 4) interfacing with State applications in order to receive and transmit information; and
- 5) providing functions and features that may prove useful for the State’s future needs (e.g., photographs, Irises, additional biometric data, etc.)

The contract may include three phases:

- Phase 1: Consists of the installation, configuration, and testing of all requirements of two (2) live scan units at the Central Site (Alaska Department of Public Safety, Criminal Records, & Identification Bureau in Anchorage). Additionally, in this phase the contractor will be required to provide all deliverables enumerated in Section 3.03 of this RFP with equipment that meets all standards and requirements listed in that section.
- Phase 2: Once accepted by the state, the contractor will be required to deliver an additional eleven (11) live scan systems and associated peripherals in the second phase, configured as accepted by the state in Phase 1, to replace existing live scan systems (Phase 2). These systems will be installed at the Anchorage Jail, the Anchorage Courthouse, the Fairbanks Correctional Center, the Mat-Su Pre-Trial Facility in Palmer, the Wildwood Correctional Center in Kenai, the Yukon-Kuskokwim Correctional Center in Bethel, Lemon Creek Correctional Center in Juneau, the Anvil Mountain Correctional Center in Nome, the Ketchikan Correctional Center in Ketchikan, the Hiland Mountain Correctional Center in Eagle River. Additionally, a new livescan unit and associated peripherals will be delivered to Spring Creek Correctional Center in Seward (this location does not currently have a live scan unit).
- Phase 3: The final phase will include the acquisition, configuration, installation, and testing of additional live scan systems to state and local government agencies on an as-needed basis.

The Department may exercise the option to require the contractor to begin the second phase prior to completion of the first phase. The Department may choose to not execute Phase 3. The State has the right not to purchase any equipment, peripheral or service it deems it does not require.

The Department expects to purchase a minimum of 13 live scan devices and peripherals/systems/applications that meet the following specifications. Additionally, offerors must submit a fixed contract price to allow for the purchase of additional live scan systems by other Alaskan state and local agencies. Pricing must be guaranteed for a minimum of two years.

The Department expects to contract with the winning offeror to provide hardware, installation of hardware upgrades, software enhancements, plus support services. The winning offeror will be awarded a maintenance and support contract per the terms and conditions of subsection XVIII System Maintenance Requirements. All hardware will become the property of the State of Alaska. The support and maintenance contract will begin following successful installation and expiration of the original warranty.

I. LIVE SCAN FINGERPRINTING DEVICE SYSTEM REQUIREMENTS

A. Federal Bureau of Investigation (FBI) Approval/Certification

The State will accept only those proposals for live scan equipment that is verified to have been certified by the FBI to meet the most current revision of the FBI's Integrated Automated Fingerprint Identification System/Next Generation Identification (IAFIS/NGI) Image Quality Specifications (IQS), Appendix F. The contractor must provide written proof to the State that the live scan equipment has been certified by the FBI. This proof of certification must be included with the offeror's proposal.

B. Environment

1. The contractor's live scan equipment must operate effectively under the following environmental constraints. The Contractor may not assume physical conditions other than a standard office or jail environment with respect to electrical power, temperature and humidity. All offerors must provide data that indicates the equipment's electrical, temperature and humidity requirements. If the equipment is not capable of operating on power and air conditioning requirements of 110 +/- 10 volts with a dedicated 20 amp circuit, 80 +/- 20 degrees Fahrenheit with a temperature rate of change of less than 5 degrees Fahrenheit per hour and 50 +/- 40 percent humidity, the contractor must include a plan to provide power and air conditioning upgrades at the installation sites at no cost to the State.

2. At a minimum, live scan equipment must meet minimum standards for an office environment. However, options must be provided to include a hardened cabinet that can withstand a harsh jail environment. None of the installations is expected to take place out of doors.

C. Noise level

The noise level produced by all live scan equipment during operation, including any audible malfunction warning signals, must not exceed sixty decibels.

D. Surge Protection

Transient voltage surge suppressors rated at 25,000 amps of power line surge suppression or equivalent must protect all live scan equipment.

E. Portability

The live scan equipment installed at the Central Site, and any Court house, Correctional Facility or law enforcement agency must be housed in a secure metal cabinet, yet must be portable. “Portable” may be construed to mean either of the following:

- Where the individual component devices of the live scan equipment are detachable from the cabinet and weigh less than fifty pounds each; or
- Where the cabinet is equipped with lockable rollers. The cabinet must be able to fit through a 30” wide door entrance without requiring the removal of hinged doors.

F. Durability

The live scan equipment must:

- Be protected from physical assault and damage from fluids or dust.
- All components must have rounded edges and no sharp corners to minimize risk of injury.
- All breakable components, such as monitor screens, electrical connectors, printers and keyboards must be shielded or protected from physical abuse. (Note: the option of purchasing a live scan device without the hardened cabinet must also be provided. Any devices installed in a correctional or booking facility must include the hardened cabinet option.)
- The scanning hardware must be protected from physical abuse.
- All electrical components must be equipped with built-in air filtration devices and must be sealed or shielded from the effects of moisture.

G. Permanent Mounting

Other than those devices that may be installed in other than a correctional or booking facility, the live scan equipment must be capable of being securely bolted to the floor or wall. All components must be securely mounted to the live scan cabinet or other work surfaces to prevent their use as weapons. However, all live scan equipment must be easily accessible for repair or routing maintenance.

H. System lock

The live scan equipment must be capable of being locked in a manner that does not require a power off.

I. System Requirements

- Windows 11 , Windows Server 2019, or newer Windows Operating System
- 16 GB RAM (Minimum)
- 64 bit Operating System
- 2 TB Hard Drive (Minimum)
- 3.1 GHz (Minimum)
- USB Port for printer attachment
- Gigabit Ethernet LAN communication and 56 kbps modem (modem is needed for portable devices only)
- Option to open source
- CJIS (Criminal Justice Information Services) Security Compliant

II. KEYBOARD REQUIREMENTS

The keyboard for each live scan device must be fastened to the device so that it cannot be easily removed. However, it must be a detachable, full function, enhanced QWERTY keyboard with a numeric pad. The keyboard must allow entry of all demographic data associated with the generation of fingerprint cards.

III. MONITOR REQUIREMENTS

The monitor for the live scan device must display all data as it is entered. This means that all demographic data must be displayed as the operator keys it and the finger or palm print image obtained by the scanning process must be visible to the operator. The data and fingerprint image display must be available in real time.

IV. PLATEN REQUIREMENTS

- A. The platen(s) on each live scan device must have the durability to allow a minimum of 2,500 subjects to be printed without requiring replacement of the platen(s). If the platen is designed so that it needs replacement after a certain amount of use, the live scan device must alert the operator by means of a visual indicator and audible alarm that the platen needs replacement. If the platen does not require replacement for wear, no visual indicator or alarm is required.
- B. The platen(s) shall have a protective pad that protects the platen(s) from scratches and bodily fluid contamination.
- C. The live scan device must employ a method that prevents any fogging or 'ghost images' from occurring on the platen during the fingerprint capture process.

V. PRINTER REQUIREMENTS

The offeror must include pricing for laser quality duplex printers on their cost proposal. The printer must meet the following requirements:

- A. **Card Printing**
Each laser quality duplex printer must be capable of printing standard FBI 8"x8" criminal (FD 249) and applicant (FD 258) fingerprint cards. The printer must be able to be configured to print according to Alaska's implementation of the WIN printer specification. Palm prints must be capable of being printed on 8 ½ x 11 inch paper, with minimal demographics to be determined by the State. Upon registering with the procurement officer for this solicitation, vendors will receive a copy of these specifications.
- B. **Stacker Capacity**

Each laser quality duplex printer must be capable of unattended printing of at least 250 cards (i.e., the stacker capacity must hold at least two hundred fifty fingerprint cards).

C. Tray Capacity

Each laser quality duplex printer must be capable of printing both applicant and criminal fingerprint cards without requiring the manual feeding of those cards. Each tray must be capable of holding a minimum of 125 cards each.

D. Print Speed

Each printer must be capable of printing at a minimum rate of five cards per minute.

E. Unattended Printing

Each printer must be capable of the unattended printing, i.e., once the printing process has been initiated, it must be able to print all of the data in the card buffer memory without operator intervention.

F. Plain Paper Printing

Each laser quality duplex printer must be capable of printing data (such as management reports and printer settings) on plain 8 ½" x 11" paper. This may be accomplished using the manual feed tray, or a separate tray.

VI. PRINTING REQUIREMENTS

A. Transmission Buffer

Each live scan device must be capable of queuing a minimum of two hundred records before requiring the cards to be printed either locally or transmitted electronically to the central site.

B. Simultaneous Operation

Each live scan device must be capable of simultaneously scanning one set of fingerprints while locally printing a different set of fingerprints. Therefore, the printing of previously scanned fingerprints must not cause the fingerprint scanning function to be delayed, or prohibit the operator from entering demographic information on a subject. Each live scan device operator must be able to locally print or re-transmit any transaction to the central site as long as the transaction remains in the live scan history queue.

C. Multiple Card Output

Each live scan device operator must have the option to print up to ten copies of a given fingerprint card without having to re-scan the subject's fingerprints.

D. Paper/Malfunction Alarm

Each live scan device must alert the operator of any malfunction or not-ready condition by means of status lights and an audible alarm. Such conditions include, but are not limited to paper jam, card hopper is empty, toner is low and interrupted transmission.

E. Card Stock

Each laser printer must be capable of printing on card stock having the following specifications:

- Thickness: seven mils (0.007 inches)
- Weight: 44 lb. Special ledger card stock, 99 lb. white tag card, 100 lb. White tag stock,

- or an equivalent paper stock
- Size: 8" by 8" (with a tolerance of +/- 1/32") card stock

F. Condition of Cards

The printing process must not cause the fingerprint cards to be 'curled' or damaged upon output.

VII. FUNCTION CONTROL REQUIREMENTS

Contractor must provide the State the capability to establish and define edit criteria for the acceptance of prints. This relates to specifications provided in Section 5.01, Paragraph XI. The live scan device must notify the operator what information is missing if the operator attempts to transmit the fingerprint images prior to having all required data. Upon registering with the procurement officer for this solicitation, vendors will receive a copy of the Alaska Electronic Biometric Transmission Specification (EBTS).

VIII. FEATURE EXTRACTION REQUIREMENTS

The live scan device must support feature extraction that allows the device to analyze the captured images to make sure there are no duplicate or missing (and/or unmarked) fingerprint images on any given ten print record. This feature must also ensure that all fingerprint digits are recorded in the proper sequence. The operator must receive an error message indicating which finger(s) do not meet capture requirements and should instruct the operator on the appropriate corrective action. This feature must require the operator to attempt to take corrective action; however, it must also allow the operator to override the rejection after a specified number of attempts to correct the problem.

IX. SYSTEM AVAILABILITY REQUIREMENTS

Offerors must successfully demonstrate that the proposed live scan device is capable of ninety-eight percent effective availability for the total system and is expected to operate twenty-four hours per day, seven days per week, excluding required maintenance time not to exceed four hours per month.

X. THROUGHPUT REQUIREMENTS

A. Image/Demographic Data Capture Time

The uninterrupted start to finish time required for a trained live scan device operator to capture the rolled and plain impression fingerprint image data and to record demographic information must be, on average, no more than ten minutes per transaction. This time requirement excludes the printing process.

B. Data Forwarding

The process of forwarding data to the central site must not cause the fingerprint scanning function to be disabled, i.e., once initiated, the process must be transparent to the live scan device operator. Each system must provide the operator with the ability to transmit completed transactions to the central site, local printer, or both.

C. Transmission Status

Upon completion of the capture of fingerprint and demographic data, the operator must be given the option of sending to the Central Site, printing locally, or both. A

default transmission protocol will be established per device at the time of installation. The status of the transmission process must be made visible to the live scan device operator. Therefore, it must be possible for the operator to determine that a given transmission has been successfully completed, is still in progress, and has experienced error in the transmission and/or that the transmission has failed.

D. Transaction queue

The live scan queue must maintain a minimum of 200 transactions prior to automatic purging from the queue. Transactions that are not printed or transmitted (depending on the circumstances) must remain in the queue until printed or transmitted to the Central Site. Each live scan device operator must be able to locally print or retransmit any transaction to the central site as long as the transaction remains on the live scan history queue.

E. Concurrent Printing and Transmitting

Each live scan device must be capable of transmitting electronic fingerprint data. Therefore, the device must be able of not only sending such data to the laser printer connected to the device, but also concurrently transmitting the data to the central site.

XI. DATA INPUT/OUTPUT REQUIREMENTS

A. Fingerprint Card Formats

1. Multiple Card Formats

The live scan device must be capable of creating and printing all scanned image data and operator-entered alphanumeric (demographic) data on each of the fingerprint card formats according to the Alaska printer specifications. All graphic and alphanumeric data must fit wholly within the designated data field boundaries. This means that there must be no overlapping of data nor should the data overlap the pre-printed lines on the fingerprint card. Upon registering with the procurement officer for this solicitation, vendors will receive information pertaining to printer specifications for the various types of transactions. Each device must be capable of creating and printing the following card types:

- Criminal, answer required (CAR)
- Miscellaneous Applicant (MAP); note: this format is used for miscellaneous applicants as well as for the registration of sex offenders, amnesia victims, missing persons and deceased subjects.
- Non-federal User Fee (NFUF)
- Federal Applicant User Fee (FAUF)
- Federal Applicant (No Charge) (FANC)
- Known Deceased (DEK)
- Unknown Deceased (DEU)
- Missing Person (MPR)
- Amnesia Victim (AMN)
- Palm prints

The Department of Public Safety reserves the right to allow/disallow specific card types at a given agency. The Department of Public Safety will, at the time of implementation, designate which card types will be authorized (activated) at each facility.

2. Operator Selection of Format

The live scan device operator must be capable of specifying the card type upon which the live scan images and demographic data are to be recorded.

3. Demographic Data Fields

a. Data Field Specifications:

All data fields must conform to the data field specifications according to the Alaska Electronic Biometric Transmission Specification (AK EBTS). Upon registering with the procurement officer for this solicitation, vendors will receive a copy of the AK EBTS. The system must contain the option to be able to default to a specific reason fingerprinted (AK EBTS Field 2.037).

b. Display Format:

All data fields must conform to the data field specifications defined in the AK EBTS.

c. Pre-fill of Demographic Data from remote Data Store:

Each live scan device must be capable of capturing available demographic data via a web service from both the Alaska Public Safety Information Network (APSIN) and the Alaska Corrections Offender Management System (ACOMS). The system must have the ability to change web service URLs by user parameter setting. The Department of Public Safety reserves the right to restrict access to APSIN based on CJIS security policy.

d. System Modifications:

It is anticipated that from time to time, the State will need to add, delete, or modify demographic data fields. Therefore, the contractor must provide for periodic revisions of the data field specifications if requested by the State, and it must be able to implement those changes remotely or through a locally provided service. This must be provided at no cost to the State, with the State limited to four changes during the first year. The Contractor must allow the State to establish certain authorizations and restrictions in order to maintain control of the changes made.

e. Data Table Updates:

Where possible, all data fields that are limited in acceptable data shall be table driven. As table values change, the tables must be updated with the new values. Updated tables are retrieved through a web service provided by the State. Each live scan device must check the web service and update the live scan table files **daily**. This must be

accomplished with minimal manual intervention and must not require system rebooting or software re-initialization. Details on how this functionality will be offered must be included in the offeror's proposal. Upon registering with the procurement officer for this solicitation, vendors will receive a copy of the web service specifications.

Additionally, on occasion, it may be necessary to 'force' an update of a device's tables. Functionality for manual update of the tables must be provided.

f. Device Specific Defaults:

Each device must be configurable to having its own data field defaults (e.g., local agency default ORI). The operator must have the ability to change these defaults.

g. Signature Capture:

The option of including signature capture (NIST Type 8 records) must be included in pricing. The ability to capture both the signature of the person being fingerprinted and the official taking the prints must be included. The digital signatures captured must conform to the printing requirements of the central site.

4. Standard OCR Fonts

All alphanumeric data printed in the designated data fields must meet the ANSI standards for Optical Character Recognition (OCR). All alphanumeric data printed on each live scan fingerprint card must be consistent in size, OCR readable and between seven and twelve points in size.

5. Fingerprint Image Requirements

a. Image quality requirements

1) FBI Image Requirements

All electronically produced fingerprint images must conform to the most current version of the fingerprint image requirements established by the FBI.

2) Image Quality Control

Each live scan device must be able to automatically redisplay, for operator verification, a captured fingerprint image if that image contains an inordinate number of artifacts (false minutia), insufficient number or quality of ridge characteristics, or an image placed out of sequence. It must be possible to adjust the sensitivity of this rejection so those images with more or less false minutia will be deemed acceptable by the live scan device. Each live scan device must also be able to automatically reject a captured fingerprint image that fails to meet quality control standards. The operator must be prompted to re-roll the unacceptable finger(s) and/or plain impressions, and must not be allowed to override the rejection unless the operator has

attempted to obtain acceptable prints a minimum of 2 times for quality and sequence (i.e. a total of six rejects per quality check failure).

3) Image Quality Control Override:

If a fingerprint image is redisplayed for verification by the image quality control feature, but the operator determines that the image should be accepted, the operator must be able to manually override the image quality control feature and require the device to accept the image. Before this override is allowed, the operator must be prompted to re-roll the unacceptable finger(s) and/or plain impressions, and must not be allowed to override the rejection unless the operator has attempted to obtain acceptable prints a minimum of 2 times. In such cases, a manual override designation must be placed in the NIST record and printed on the card. (One acceptable method to place the override designation in the NIST record is to add it to the 2.124 field, with the “BIP” (best image possible) value. Other methods may be considered and approved.) A record log must be maintained for audit purposes. The log must indicate ORI, operator, date/time the override occurred, aspect of the image that was in question, and the transaction control number of the record that was produced.

4) Image Security:

Once an image has been captured, processed and deemed acceptable by the live scan device operator for transmission to the central site, it must be impossible to further edit, alter or otherwise change that image or any of the minutiae contained within the image. An allowance for the operator to correct demographic information and retransmit and/or print the card must be provided.

b. Image Capture Requirements

1) Rolled Impressions:

The electronically produced ‘rolled’ impression images of each finger must be displayed in the proper sequence within the designated blocks on the standard fingerprint card formats. Each image must be oriented within its appropriate block so that the impression is aligned on the vertical axis in relation to the base of the fingerprint block and the image is centered in the box.

- 2) Plain Impressions:
The electronically produced 'plain' impression images of the thumbs and four fingers of each hand must be displayed in the proper sequence within the designated blocks on the standard fingerprint card formats. The four finger images must be captured simultaneously for each hand and printed in the designated boxes on the fingerprint card. The four finger capture area of the scan surface must be so designed as to ensure that all four fingers of each hand are simultaneously captured without losing any of the area above the flexion crease.
- 3) Rejected Print Substitution:
The live scan device must allow the operator to reject any captured images and re-scan the appropriate finger(s) in order to replace the rejected images. This must be allowed without requiring the operator to re-scan any otherwise acceptable images.
- 4) Missing Finger Annotations:
The live scan device must allow the operator to make missing finger annotations (e.g., AMP, BAND, MISS and DEF) in accordance with the most recent publication of the AK EBTS. Finger annotations must be recorded in the appropriate tag field of the NIST record and must be printed on the fingerprint card in accordance with the Alaska Printer Specifications. Once the appropriate annotation has been selected for a specific fingerprint image, the annotation should be reflected in the plain impression area also, thus reducing the probability of sequence errors.
- 5) Over-sized and Juvenile Fingers:
The scanning mechanism of the live scan device must be capable of capturing image data from virtually any size finger, from smaller juvenile fingers to larger 'oversized' digits. In any event, the image size must be 'actual size' and conform to the national standard.
- 6) Scan-Ready Indicator:
The live scan device operator must be informed when each finger is correctly positioned for scanning, and when the scan process for each finger has been completed. If the fingerprinting process is interrupted, the live scan device should visually prompt the operator as to which finger should be recorded next.
- 7) Finger Orientation Markers:
The live scan device must have finger orientation markers (horizontal and vertical) to assist the operator in properly orienting each finger. The orientation markers must be clearly marked either adjacent to the platen surface, or on the monitor. The purpose of this requirement is to ensure that when printed, each

captured image is properly situated in the appropriate block on the fingerprint card. This orientation should be prior to the scan process in order to eliminate the need to re-scan a finger because of improper placement within the fingerprint block.

8) Record Display:

The live scan device must display the fingerprint images in a format similar to the fingerprint card. Demographic information must also be displayed and must contain a reference to the name of the field (e.g., name, date of birth, etc.). This functionality may be provided through separate screens or through displaying the entire card image. This functionality must also enable the operator to confirm that all demographic and fingerprint image data has been properly entered.

9) NIST Interface:

The live scan devices must be equipped with the WSQ Compression and NIST Interface software that will generate Header, Demographic and Image record transmissions in accordance with "Data Format for the Interchange of Fingerprint, Facial, & Scar Mark & Tattoo (SMT) Information" (ANSI/NIST- ITL 1-2011: Update 2015) Type 1, 2, 8, 14, and 15 record formats.

Additionally, each device must be capable of recording and transmitting NIST Type 10 (Facial and SMT images) and Type 17 (Iris images) records. Each device must be capable of recording 1000 ppi Type 14 records. Functionality to down sample those images to 500 ppi Type 4 records, prior to transmission, must be provided. The implementation of the down sampling must be configurable at the discretion of the state. It is anticipated that some installations will not have a need to record palm print (NIST Type 15) records. All images transmitted must be able to be processed by DPS software.

XII. SECURITY REQUIREMENTS

A. Operator Log-on

Each live scan device must have a terminal security feature based on operator log-on and password validation. Such a feature should prevent the system from responding until after the operator has entered a valid user ID and password. Each live scan device must possess all of the following features:

- The live scan device must not operate without first requiring an operator log-on and password validation.
- After a five-minute period of inactivity, the live scan device must automatically log off and require a new log-on and password validation before fingerprinting is allowed.

B. Operator Signature

Each live scan device must automatically record the operator's name in the appropriate tag field of the NIST record and in the appropriate block upon printing the fingerprint card.

The live scan device may automatically enter the operator's employee number in this same field. This must occur without operator intervention.

C. System Clock

Each live scan device must have a system clock set to the Alaska time zone. The live scan device must accurately maintain an internal date and time, which must remain current. Each device must be able to accurately maintain its internal date and time by accessing a State accepted network time protocol (NTP) network time stratum 1 or 2 server, with an accuracy of within 100 ms.

D. Virtual Private Network

Each live scan device must be able to participate in a CISCO Virtual Private Network (VPN). Each device must have a contractor-supplied hardware device that is compatible with the DPS VPN.

E. Remote Access

Any contractor remote access for maintenance purposes will be performed through a method approved by the Department of Public Safety. The remote access should be shown to meet stringent security requirements as specified by the State.

XIII. TRAINING REQUIREMENTS**A. Terminal Operation**

The Contractor must provide hands-on training at each installation site for all personnel who will be operating the live scan devices and peripheral equipment. Operators must be trained to perform start-up functions, complete the entry of demographic data (both manually and using the state developed web-service for interfacing with the Department of Corrections' ACOMS jail management system and the Department of Public Safety's APSIN criminal history record system), record all finger (and palm, if appropriate) images and transmit and print recorded images and demographic data.

B. Administrator Level Training

Each installation site will have at least one person designated as an "administrator" of the live scan equipment. The Contractor must provide hands on training at each installation site at the administrator level that captures all aspects of the terminal operation and maintenance functions and procedures.

C. Operator/User Maintenance

The Contractor must provide on-site training, at each installation site, covering all aspects of operator/user maintenance for system components and general preventive maintenance procedures and schedules.

D. Training/Maintenance Manual

The Contractor must provide a comprehensive written manual for each installation site, covering all aspects of terminal and system operation and maintenance. This manual must contain step-by-step instructions of the following processes:

- Startup
- Completing demographic data (manually and through the web service interface with OTIS and APSIN)
- Recording finger/palm images
- Transmitting and printing of records
- Preventive maintenance (live scan device and printer)
- Diagnostic procedures (live scan device and printer)
- Operational readiness verification procedures (live scan device and printer)
- Remedial maintenance procedures (live scan device and printer)
- Table updating procedures (if required)

The manual must also be provided in an electronic editable form (i.e. Microsoft Word).

XIV. DOCUMENTATION REQUIREMENTS**A. User's Guide**

The Contractor must provide a User's Guide for each live scan device. This guide must clearly define all functions of the live scan equipment (including printers). It must include copies of all screens, descriptions of all data fields, operations and parameters, proper responses to error conditions, as well as instructions regarding start up and shut down and operator log-on and log-off. This documentation may be incorporated in the Training/Maintenance Manual (described above), or may be a separate document. If a separate document is provided then it must also be provided in an electronic editable form (i.e. Microsoft Word).

B. User's Maintenance Manual

The Contractor must provide a User's Maintenance Manual for each live scan device. This guide must clearly identify all operator tasks required to keep the live scan hardware (including printers) in working order. This documentation may be incorporated in the Training/Maintenance Manual (described above), or may be a separate document. If a separate document is provided then it must also be provided in an electronic editable form (i.e. Microsoft Word).

C. Context Sensitive Help

Each live scan device must be capable of providing on-screen context sensitive help to the operator.

XV. COMMUNICATIONS REQUIREMENTS**A. State of Alaska Wide Area Network Connectivity**

Each live scan device must be able to connect to the central site and transmit through the State of Alaska Wide Area Network. Transmission of the NIST record must be via SMTP using MIME attachments to store the NIST records. The transmission must be encrypted.

B. Guaranteed Delivery

Whenever the live scan device has initiated a transmission, the transmission completion must be guaranteed. That is, the operator must not be required to re-scan the fingerprints or re-initiate the transmission in the event of a busy or error condition during the transmission.

XVI. EXTERNAL INTERFACE REQUIREMENTS**A. In-House Interfacing**

The Contractor must provide the capability to down-load data from other, non-live scan automated data bases or booking systems via a State of Alaska web service interface. This interface provides access to demographic data in needed to complete fingerprint card transaction. The live scan operator must be able to select which system is the source of the demographic information. The system must provide the ability to change the web service URLs by user parameter setting.

B. In-House Interfacing Availability

The specified in-house interface must be available to the State at the time the devices are installed.

C. Network Interfaces

The interfaces specified above must link each live scan device to a centralized state e-mail server. This configuration is intended to allow for the seamless processing of received transactions through the WIN ABIS and the state print server.

XVII. MANAGEMENT REPORT REQUIREMENTS

Each live scan device must be capable of locally creating monthly management data files and transmitting those files to the state's central site. These data files must reflect the usage of the live scan device and attached printer(s). The reports must consist of, but not be limited to, the number of subjects booked/printed, subdivided by:

- The type of fingerprint card format, listed by date and time;
- The name of the operator taking the prints;
- The time required to take each set of prints;
- The number of copies printed for each subject; and
- If transmitted to the Central Site, an annotation that the transaction was transmitted successfully. The data file must be in a form defined by the State for loading into a SQL data base. transmitted successfully. The data file must be in a form defined by the State for loading into a SQL data base.

XVIII. SYSTEM MAINTENANCE REQUIREMENTS**A. Self-Diagnostic Capability**

The Contractor must provide a self-diagnostic capability for each live scan device whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator or remotely initiated diagnostics performed by the Contractor's representative at the request of the operator.

B. Remedial Maintenance

The Contractor must provide remedial maintenance service which ensures that a live scan device or attached printer will not be out of service for more than eight continuous hours. If a device/printer is out of service for eight continuous hours, the Contractor shall, by the eighth hour, replace the defective device/printer with an operable device/printer until the defective item has been fully repaired.

Maintenance costs for the first year after acceptance must be included in the purchase price for each device. The proposal must include maintenance agreement costs for each device the subsequent five years. The successful bidder must agree to invoice each site's point of contact at least 60 days prior to the expiration of the maintenance agreement. If the invoice is not received by the agency responsible for paying the invoiced costs, the maintenance agreement shall be considered to be in full effect until the invoice has been received and processed by the agency responsible for paying the invoice. The responsible agency will process the invoice within 30 days of the invoice date.

Offerors must provide maintenance options to include 7 x 24 hour maintenance plan, 5 x 24 hour maintenance plan and 5 x 8 maintenance plan. Depending on the location of the live scan system, it is anticipated that less than 7 x 24 hour maintenance may be required/desirable.

C. On-Call Maintenance

The Contractor must provide maintenance on an on-call basis. If the Contractor is unable to correct the problem remotely, the Contractor must begin on-site repair within four hours of the time the user made the initial repair request.

D. Depot Maintenance

The Contractor must provide a depot maintenance (swap-out) capability whereby a faulty piece of equipment would be exchanged for an operable piece of equipment in the event that the repair cannot be completed in the maximum allowable downtime of eight hours.

E. Configuration Management

The Contractor must provide the means and method to restore a system in a timely manner in case of catastrophic failure or disaster. This should be done through good configuration management techniques, which include a copy of all configuration settings and a baseline system backup for each device. New copies of all configuration settings must be created each time the system configuration changes.

XIX. REMOTE SYSTEM ACCESS REQUIREMENTS

Each live scan device must be capable of being accessed by operators from the central site. The access must be accomplished through the State WAN via TCP/IP. The remote access must have the capability, at a minimum, to assess the status of the device, view and manipulate the queues, update the tables, view and retransmit fingerprint cards, and reboot the system.

XX. MODEL OR PARTS UPGRADES

During the life of this contract, the Contractor agrees to install, at no cost to the State, all retrofit models, or parts upgrades offered by the manufacturer within 90 days of the date the upgrade is introduced by the manufacturer. The State also reserves the right to accept upgrades to models on the basic contract, after such equipment is placed in service, when the upgrades improve the way the equipment operates or improves the accuracy of the equipment.

XXI. ITEM UPGRADES

The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates, or increases the functionality of the equipment. Such upgraded items must be at the same or lower price as the items in the basic contract. If an item upgrade changes the brand/model number of an item on contract, vendors shall request prior approval from the Contracting Officer.

SEC. 3.02 TECHNICAL/FUNCTIONAL FEATURES OF THE LIVE SCAN

Proposals must address every feature, function and specification enumerated in Section 3.01 for live scan devices, systems, equipment and peripherals. Proposals will attest, through statement and/or referenced appendices, feature listings, etc. that the proposed equipment/systems meet or exceed the specifications in this RFP. Offerors will use the same headers and outline as this RFP to address those features. Failure to address each section will cause the State to consider the proposal non-responsive.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

A. PROJECT ORGANIZATION, REPORTING AND CONTROL

Throughout the term of this project Agreement, under the direction of the Project Director, the Contractor shall organize the project and shall provide full project reporting and control of work for the live scan fingerprinting network system services.

B. COORDINATION WITH THE STATE'S PROJECT DIRECTOR

Unless explicitly stated, the Contractor's Project Manager will not be responsible for the performance of State personnel. However, the Contractor shall coordinate with the State's Project Director or designee to ensure that all tasks are performed in a timely manner.

C. DEVELOPMENT OF PROJECT DOCUMENT

The Contractor will develop a report that will highlight the issues surrounding the completion of the project. This document will address each individual task, subtask and implied tasks involved with the project. The report will be submitted to the State's Project Director for approval no later than fourteen calendar days after execution of the Agreement.

The Contractor will develop a summary report to be submitted to the State Project Director, weekly, after approval of the project document. This report will include, at a minimum, the following items:

- Management of technical issues;
- Status of the issue (i.e., open, pending, investigating, resolved);
- Appropriate tracking dates;
- Person and organization responsible for resolution;
- Contractor’s recommendation for resolving issues

D. PERFORM SITE PREPARATION

The Contractor shall identify and document all site preparation requirements.

E. DEFINE NECESSARY SUPPLIES

The Contractor shall estimate necessary supplies in sufficient quantities for initialization of the project and for the first year of operation, which is defined as twelve calendar months from the date of acceptance by the State of Alaska. The State will procure all supplies based on the Contractor’s estimates, as a separate process.

F. PROVIDE AND INSTALL LIVE SCAN FINGERPRINTING DEVICES

G. PARTICIPATE IN SYSTEM AND ACCEPTANCE TESTING AND EVALUATION

H. PREPARE AND IMPLEMENT A TRAINING PLAN

The State Project Director must approve this training plan prior to its implementation.

I. IMPLEMENT THE SYSTEM

J. PROVIDE ON-GOING MAINTENANCE (AS SPECIFIED IN SECTION 3.01, XVIII AND SECTION 5.05)

The cost per unit for each device must include a minimum of 1 year’s maintenance (to begin with the acceptance of all required features/functions). Maintenance agreement costs for the subsequent 5 years must be included in the proposal. Proposals must include pricing for 7 day x 24 hour, 5 day x 8 hour and 5 day x 8 hour maintenance availability. The successful bidder must agree to invoice each site’s point of contact at least 60 days prior to the expiration of the maintenance agreement. If the invoice is not received by the agency responsible for paying the invoiced costs, the maintenance agreement shall be considered to be in full effect until the invoice has been received and processed by the agency responsible for paying the invoice.

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the contract start date, approximately November 15, 2023, through October 31, 2025 with two (2), two (2) year renewal options to be exercised solely by the state.

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. 3.05 CONTRACT TYPE

This is a firm, fixed price contract.

SEC. 3.06 PROPOSED PAYMENT PROCEDURES

For Phase 1 and 2, the State will make a single payment when all deliverables for the corresponding project phase are completed, and the project director has given written notice of approval of the deliverables. For Phase 3, the State will make a single payment when all deliverables for additional live scan equipment purchases are completed and the project director has given written notice of approval of the deliverables.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **October 31, 2025**.

The Contractor or State may request price adjustments, no sooner than 24 months from the Contract execution date, and no more than once per 24 month contract renewal term thereafter. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.09 LOCATION OF WORK

Phase 1 will be conducted at the Alaska Department of Public Safety, Criminal Records & Identification Bureau in Anchorage.

Phase 2 will be conducted at the Anchorage Jail, the Anchorage Courthouse, the Fairbanks Correctional Center, the Mat-Su Pre-Trial Facility in Palmer, the Wildwood Correctional Center in Kenai, the Yukon-Kuskokwim Correctional Center in Bethel, Lemon Creek Correctional Center in Juneau, Anvil Mountain Correctional Center in Nome, the Ketchikan Correctional Center in Ketchikan, the Hiland Mountain Correctional Center in Eagle River, and the Spring Creek Correctional Center in Seward.

Phase 3: The final phase will be conducted at various statewide department locations, and will include the configuration, installation, and testing of additional live scan systems to state and local government agencies on an as-needed basis, including replacing devices aging out at Department of Family and Community Services and Department of Health locations statewide.

By signature on their proposal, the offeror certifies that:

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

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

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

The state will provide workspace for the contractor. The contractor should include in their price proposal: transportation, lodging, and per diem costs for installation of the live scan devices. Contractor must confirm that equipment has been received with no damages, prior to scheduling installation of live scan devices.

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

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

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

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

SEC. 3.10 SUBCONTRACTORS:

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

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

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing; and include two references showing subcontractor has at least 2 years' experience performing the work identified.
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license if the location of work the subcontractor is performing is in the State of Alaska; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 CRIMINAL BACKGROUND CHECKS FOR CONTRACT PERSONNEL

The Department of Public Safety will require all contract personnel (including subcontractors) to undergo fingerprint-based national criminal history background checks prior to engaging in any work. Anyone who fails to meet the criteria for a security clearance will be prohibited from working on this project. Criteria for security clearance require that all personnel must have no felony convictions; misdemeanor convictions may disqualify a person from receiving a security clearance.

SEC. 3.16 FBI SECURITY ADDENDUM

Due to the confidential nature of criminal history data, the selected offeror will be required to submit an originally signed FBI Security Addendum Certification for each employee expected to participate in the live scan project prior to the final award. Non-compliance by the offeror will be cause for disqualification of the offeror's proposal. Upon registering with the procurement officer for this solicitation, vendors will receive additional information pertaining to the FBI Security Addendum.

SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.20 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. 3.21 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.22 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS.**

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Management, Methodology and Maintenance Plan	10
Submittal Form D – Technical and Functional Features	5
Submittal Form E – Subcontractors	
Submittal Form F – Prior Experience Requirements	
Submittal Form G – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

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

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.05 MANAGEMENT, METHODOLOGY & MAINTENANCE PLAN (SUBMITTAL FORM C)

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.

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.

Offerors must explicitly describe how they propose to provide maintenance service to the State. Offerors should address how their plan meets the unique needs and potential problems inherent with doing business in Alaska. If an offeror plans to subcontract maintenance service, the offeror must provide all information required of subcontractors (Section 3.10).

If using a subcontractor, the offeror must include references for the subcontractor showing they have the required 2-years' experience for the work identified on submittal form F.

The plan must include a minimum of three references the State may contact about the offeror's maintenance support. Information on the references must include:

- Organization name
- Organization contact name
- Organization location
- Organization phone/fax/e-mail

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 TECHNICAL AND FUNCTIONAL FEATURES (SUBMITTAL FORM D)

Proposals must address every feature, function and specification enumerated in Section 3.01 for live scan devices, systems, equipment and peripherals. Proposals will attest, through statement and/or referenced appendices, feature listings, etc. that the proposed equipment/systems meet or exceed the specifications in this RFP. Offerors will use the same headers and outline as this RFP to address those features. Failure to address each section will cause the State to consider the proposal non-responsive.

SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM E)

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

SEC. 4.08 PRIOR EXPERIENCE REQUIREMENTS (SUBMITTAL FORM F)

In order for offers to be considered responsive, offerors must complete this form and provide sufficient evidence in writing that clearly demonstrates and confirms the firm and personnel meets or exceeds the prior experience requirements listed on this form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offeror's cost proposals must include fixed pricing for the equipment, maintenance options and services using the format provided in the Cost Proposal (Submittal Form G).

Offerors must complete and submit this Submittal Form. Proposed costs must include 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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.07 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	150
Management, Methodology and Maintenance Plan	(Submittal Form C)	200
Technical and Functional Features	(Submittal Form D)	150
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15 PERCENT)

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

Questions regarding the personnel:

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

Questions regarding the firm and subcontractor (if used):

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) Has the firm provided letters of reference from previous clients?
- 4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- 5) To what extent does the offeror's experience (including any subcontractor's experience, if applicable) exceed the minimum requirements as referenced in Section 1.03 of the RFP?

SEC. 5.05 MANAGEMENT, METHODOLOGY AND MAINTENANCE PLAN (20 PERCENT)

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

Management Plan:

- 1) To what degree has the offeror demonstrated an understanding of the purpose, scope of project, and deliverables the state expects it to provide?
- 2) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) How well has the offeror identified pertinent issues and potential problems related to the project?

Methodology:

- 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) How well do the features of the brand/model device offered meet the needs of the State?

Maintenance Plan

- 1) How well has the offeror addressed pertinent issues and potential problems related to providing maintenance?
- 2) Is the maintenance plan viable and realistic for attaining the needs of the State?
- 3) Do the references provided attest the offeror can provide the high level of maintenance and support the State requires?
- 4) How well has the offeror demonstrated they meet requirements pertaining to experience delivering, installing, and training operators on the use and maintenance of live scan equipment that meets the function, feature, capability and connectivity requirements, as referenced in Section 1.04 of the RFP?

SEC. 5.06 TECHNICAL AND FUNCTIONAL FEATURES (15 PERCENT)

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated every feature, function and specification enumerated in section 3.01 for live scan devices, systems, equipment and peripherals?
- 2) Does the proposal demonstrate that the system features meet or exceed the specifications set out in the RFP?

SEC. 5.07 CONTRACT COST (40 PERCENT)

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

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

Example (Max Points for Contract Cost = 400):**Step 1**

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

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

Step 2

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

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.08 ALASKA OFFEROR PREFERENCE (10 PERCENT)

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

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.12 OFFEROR NOTIFICATION OF SELECTION

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION**SEC. 6.01 INFORMAL DEBRIEFING**

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.04 QUALIFIED OFFERORS

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

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

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

SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.07 HUMAN TRAFFICKING

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

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

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

SEC. 6.08 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement

officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

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

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. 6.11 ASSIGNMENT

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

SEC. 6.12 DISPUTES

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

SEC. 6.13 SEVERABILITY

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

SEC. 6.14 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.15 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 6.16 SOLICITATION ADVERTISING

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

SEC. 6.17 SITE INSPECTION

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

SEC. 6.18 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. 6.19 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. 6.20 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 in the Office of Procurement and Property Management conference room on the 8th floor of the State Office Building in Juneau, Alaska, or via teleconference.

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

SEC. 6.21 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. 6.22 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 contract 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments included in RFP:

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form/Appendices A and B
- 3) Notice of Intent to Award

Attached Separately from RFP:

- 4) Submittal Forms A through F
- 5) Submittal Form G - Cost Proposal

ATTACHMENT #1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: 2023-0200-0168

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

5.04 Experience and Qualifications (Submittal Form B) – 150 Points

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- 1) Do the individuals assigned to the project have experience on similar projects?

NOTES: _____

- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES: _____

- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES: _____

Questions regarding the firm:

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES: _____

- 2) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES: _____

3) Has the firm provided letters of reference from previous clients?

NOTES: _____

4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES: _____

5) To what extent does the offeror’s experience (including any subcontractor’s experience, if applicable) exceed the minimum requirements as referenced in Section 1.03 of the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.04: _____ (1 – 5 – 10)

5.05 Management, Methodology and Maintenance Plan (Submittal Form C) – 200 Points

Proposals will be evaluated against the questions set out below:

Management Plan:

1) To what degree has the offeror demonstrated an understanding of the purpose, scope of project, and deliverables the state expects it to provide?

NOTES: _____

2) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

5) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES: _____

6) Did the offeror include references for the Subcontractor that establish the subcontractor has met the required 2-years' experience for the work identified on submittal form E.

NOTES: _____

Methodology:

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

NOTES: _____

2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

3) How well do the features of the brand/model device offered meet the needs of the State?

NOTES: _____

Maintenance Plan:

1) How well has the offeror addressed pertinent issues and potential problems related to providing maintenance?

NOTES: _____

2) Is the maintenance plan viable and realistic for attaining the needs of the State?

NOTES: _____

LIVESCAN FINGERPRINTING EQUIPMENT

- 3) Do the references provided attest the offeror can provide the high level of maintenance and support the State requires?

NOTES: _____

- 4) How well has the offeror demonstrated they meet requirements pertaining to experience delivering, installing, and training operators on the use and maintenance of live scan equipment that meets the function, feature, capability and connectivity requirements, as referenced in Section 1.03 of the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.05: _____ (1 – 5 – 10)

5.06 Technical and Functional Features (Submittal Form D) – 150 Points

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated every feature, function and specification enumerated in section 3.01 for live scan devices, systems, equipment and peripherals?
- 2) Does the proposal demonstrate that the system features meet or exceed the specifications set out in the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.06: _____ (1 – 5 – 10)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS ABOVE: _____

5.07 Contract Cost – 400 Points

Overall, a minimum of **40** percent 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 5.09.

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 5.07.

5.08 Alaska Offeror Preference – 100 Points

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

ATTACHMENT #2: STANDARD AGREEMENT FORM & APPENDICES A & B

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	
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
<p>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 Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

02-093 (Rev. 04/14)

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6.No Assignment or Delegation.

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

Article7. No Additional Work or Material.

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

Article 8.Independent Contractor.

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

Article9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 1.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 1.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 1.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT #3: NOTICE OF INTENT TO AWARD

Department of Administration
 Office of Procurement & Property Management
 Eighth Floor – State Office Building
 P.O. Box 110214
 Juneau, Alaska 99811-0214

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.: 2023-0200-0168

RFP OPENING DATE:

RFP SUBJECT: Live Scan Fingerprinting Equipment, Installation, Training and Maintenance

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the State's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.
 (REV 05/08/90)

Offerors	Responsive	Total Score	Most Advantageous

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

SUMMARY