

STATE OF ALASKA REQUEST FOR PROPOSALS



BIDIRECTIONAL CRIMINAL CASE INTAKE AND DISPOSITION (CCID) PORTAL

RFP 2026-0300-0290

ISSUED JUNE 29TH, 2026

THE ALASKA DEPARTMENT OF LAW, CRIMINAL DIVISION (“THE DIVISION”), SEEKS PROPOSALS FROM QUALIFIED VENDORS FOR THE DESIGN, IMPLEMENTATION, HOSTING, AND SUPPORT OF A SECURE, WEB-BASED, BIDIRECTIONAL CRIMINAL CASE INTAKE AND DISPOSITION (CCID) PORTAL.

ISSUED BY:

DEPARTMENT OF LAW
CRIMINAL DIVISION

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA’S “ONLINE PUBLIC NOTICE” WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Law, Criminal Division (“the Division”), seeks proposals from qualified vendors for the design, implementation, hosting, and support of a secure, web-based, bidirectional Criminal Case Intake and Disposition (CCID) Portal.

The selected vendor must demonstrate substantial experience handling CJIS-regulated law-enforcement data in operational production environments.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Standard Time on **AUGUST 14TH, 2026** as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

Respondents must, at a minimum:

- Have a demonstrated history of working directly with law enforcement or criminal justice agencies within the last two years;
- Vendor must have designed, implemented, or operated a system that supports law enforcement case referral, intake, or prosecutorial handoff workflows, not merely internal case management or records storage.
- Vendor must offer a browser-based solution proven to function in low-bandwidth or limited-connectivity environments, including rural or remote jurisdictions;
- Vendor must provide exposed, documented, vendor-supported APIs used in active customer deployments to support bidirectional integration with external systems;
- Vendor must host all criminal justice data within the United States and provide U.S.-based technical support personnel familiar with CJIS requirements.
- Offer long-term maintenance, support, and documentation.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **JEDEDIAH SMITH** – PHONE: **907-465-4337** - EMAIL ADDRESS: **JED.SMITH@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Proposals must be submitted by email. The Submittal Form documents must be emailed to **03PROCUREMENT@ALASKA.GOV** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal” and “Vendor A – Cost Proposal” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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

Please return Submittal Form A and Submittal Form G in the same “excel” format they are found in. Submittal Forms B – F may be converted to a PDF and submitted in that format.

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 with enough 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 **907-465-4337** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		June 29, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	August 14, 2026
Product Demonstrations		August 17 – August 28, 2026
Proposal Evaluations Complete		September 7, 2026
Notice of Intent to Award		September 17, 2026
Contract Issued		October 1, 2026

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

SEC. 1.12 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 Division is responsible for prosecuting all violations of Alaska state criminal law and operates under the supervision of the Alaska Attorney General. The Division maintains offices in thirteen (13) communities statewide, serving urban centers and highly remote locations with limited infrastructure (e.g. bandwidth).

Each year, the Division receives approximately 21,000 criminal case referrals from approximately forty (40) Law Enforcement Agencies (LEAs) across Alaska. The Division generally does not initiate investigations; instead, prosecutions are initiated based on referrals submitted by LEA partners.

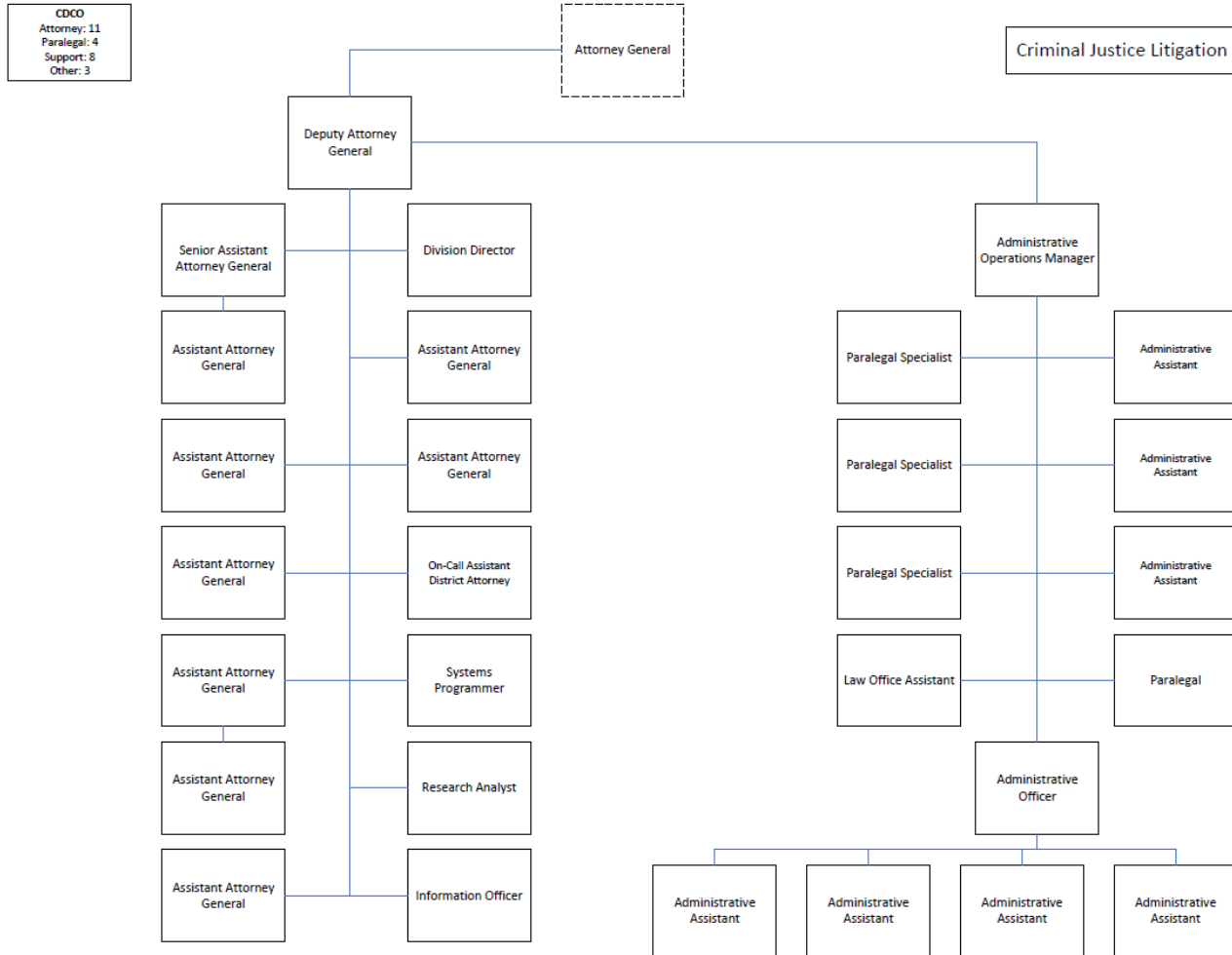
A. Division Structure

The Division operates under the authority of the Alaska Attorney General through the Criminal Division’s Central Office (CDCO) and is responsible for most criminal prosecutions in the state. Unlike many other states, Alaska does not have county-based prosecutors’ offices. Only two local jurisdictions—Anchorage and Juneau—maintain municipal prosecutors’ offices with significant misdemeanor caseloads. While the federal government maintains a U.S. Attorney’s Office in Alaska, it handles only a limited portion of the overall prosecutions statewide.

The Division employs approximately 288 personnel, including 147 attorneys, 53 paralegals, and 88 support staff across 13 communities. Prosecutorial responsibilities are geographically distributed across Alaska’s four judicial districts, each housing multiple district attorney offices. Together, the Division has 16 offices, including CDCO, the Office of Special Prosecutions (OSP) and the Office of Criminal Appeals, as described below and reflected in the organizational charts described below.

- CDCO. Please see Figure 1 for a description of CDCO’s structure.

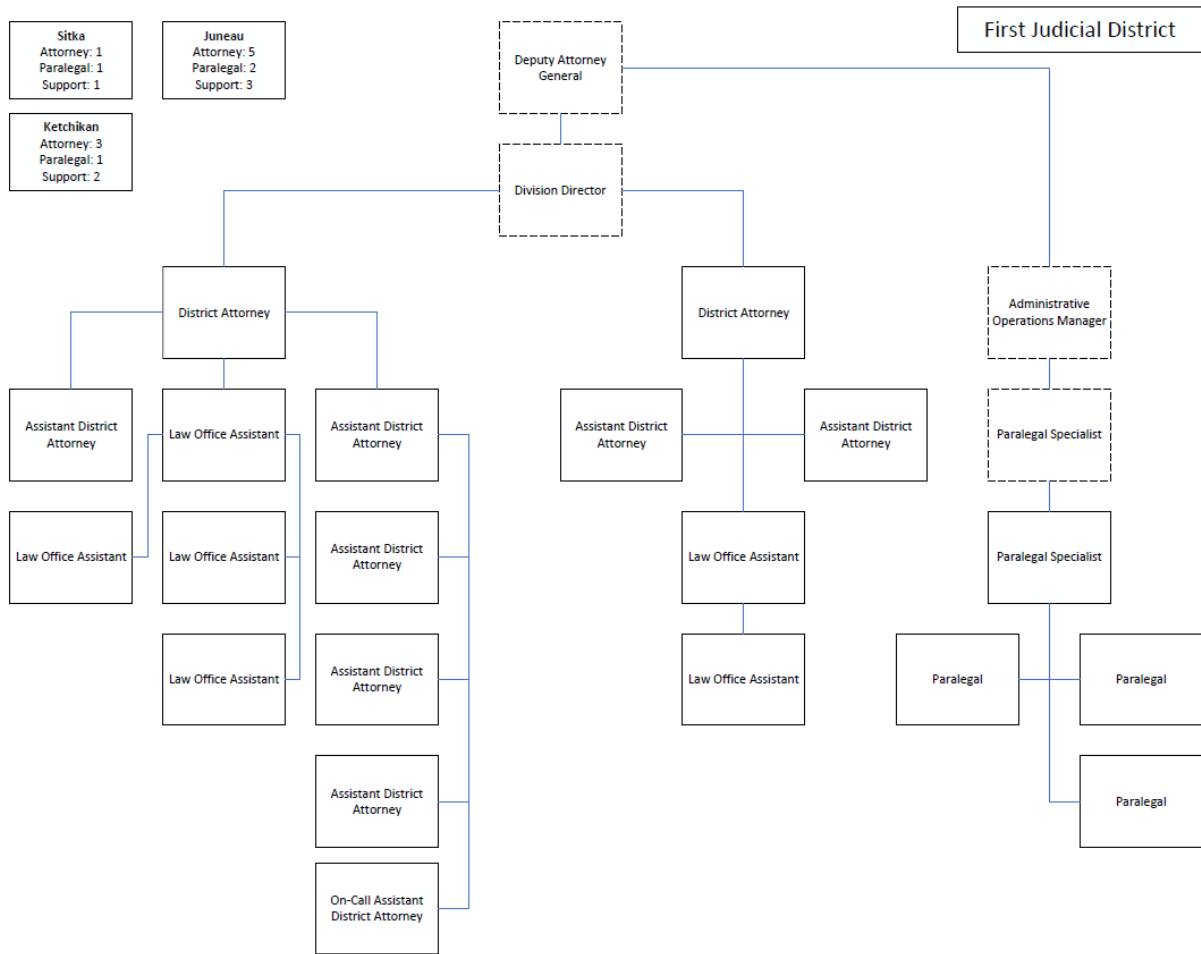
Figure 1:



CDCO
Attorney: 11
Paralegal: 4
Support: 8
Other: 3

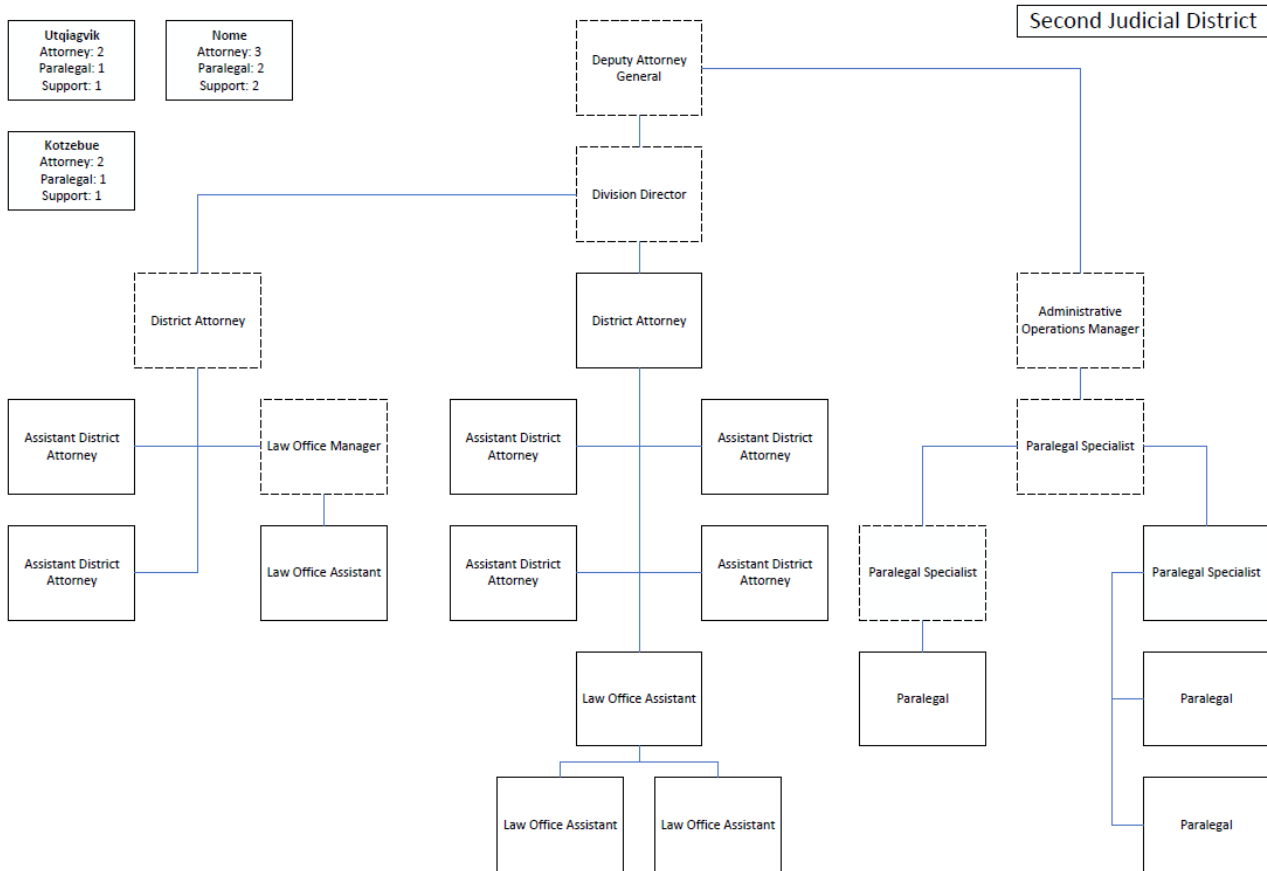
- First Judicial District: Juneau, Ketchikan, and Sitka. Please see Figure 2 for a description of the First Judicial District’s structure.

Figure 2:



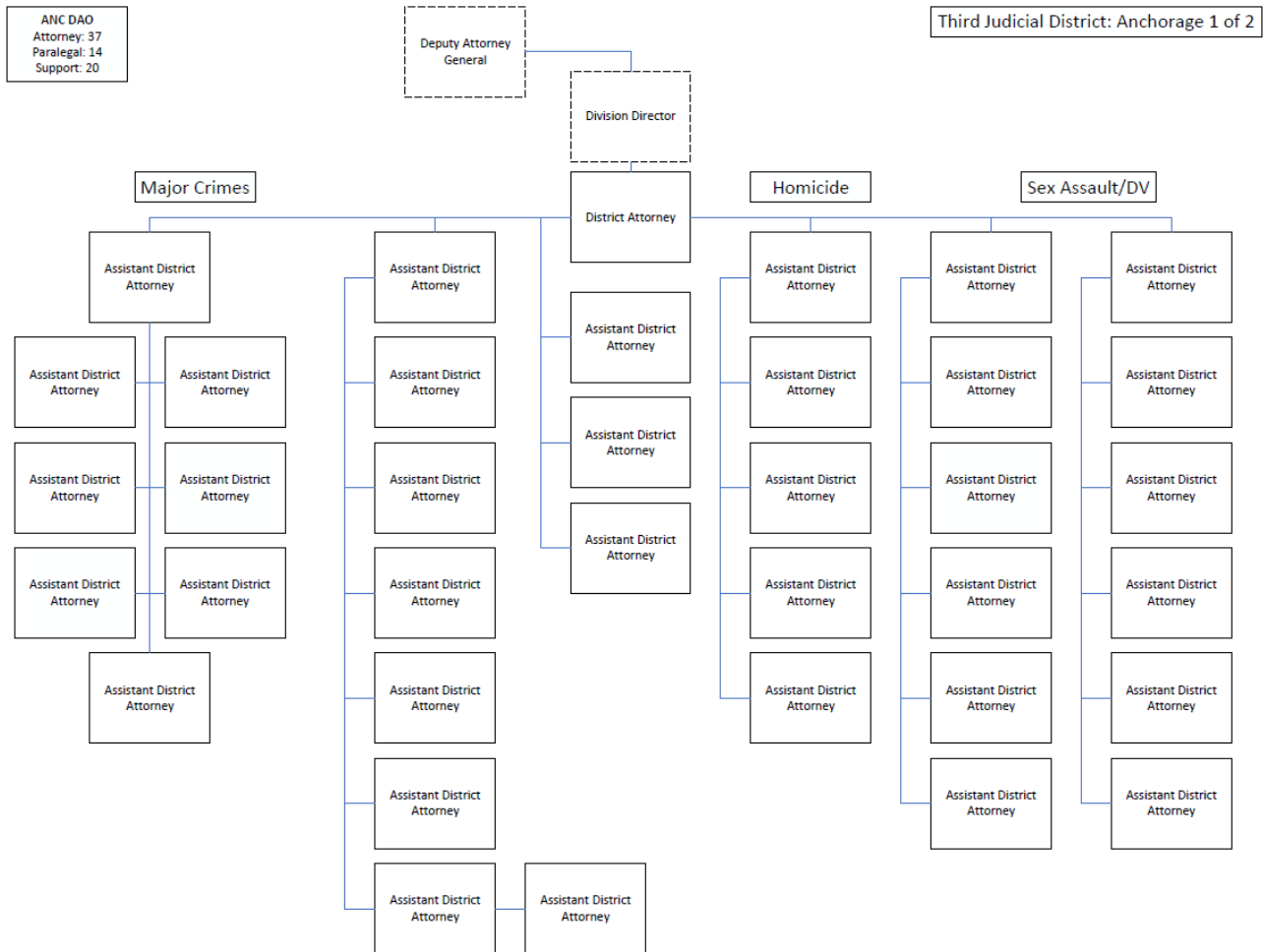
- Second Judicial District: Nome, Kotzebue, and Utqiagvik. Please see Figure 3 for a description of the Second Judicial District’s structure.

Figure 3:

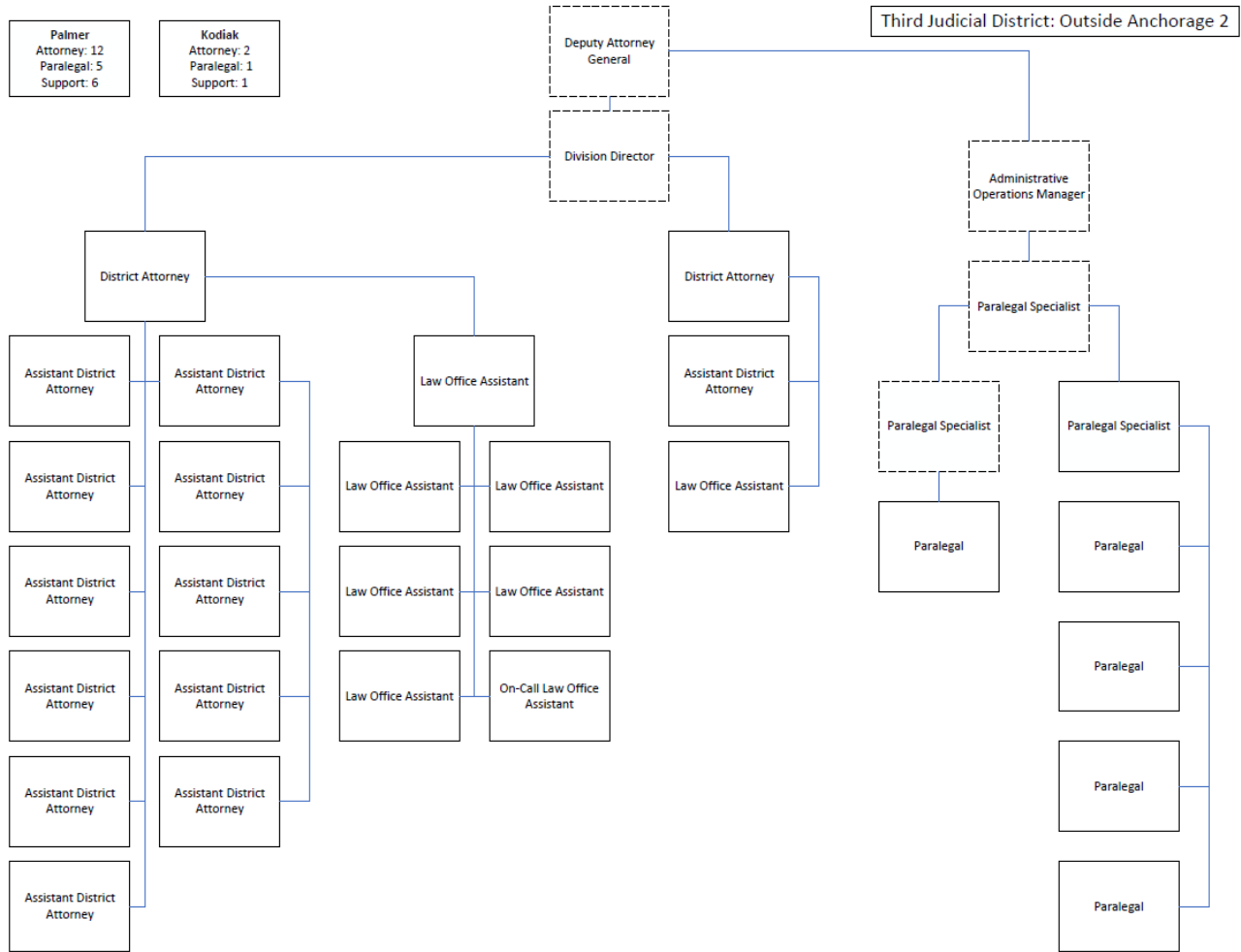


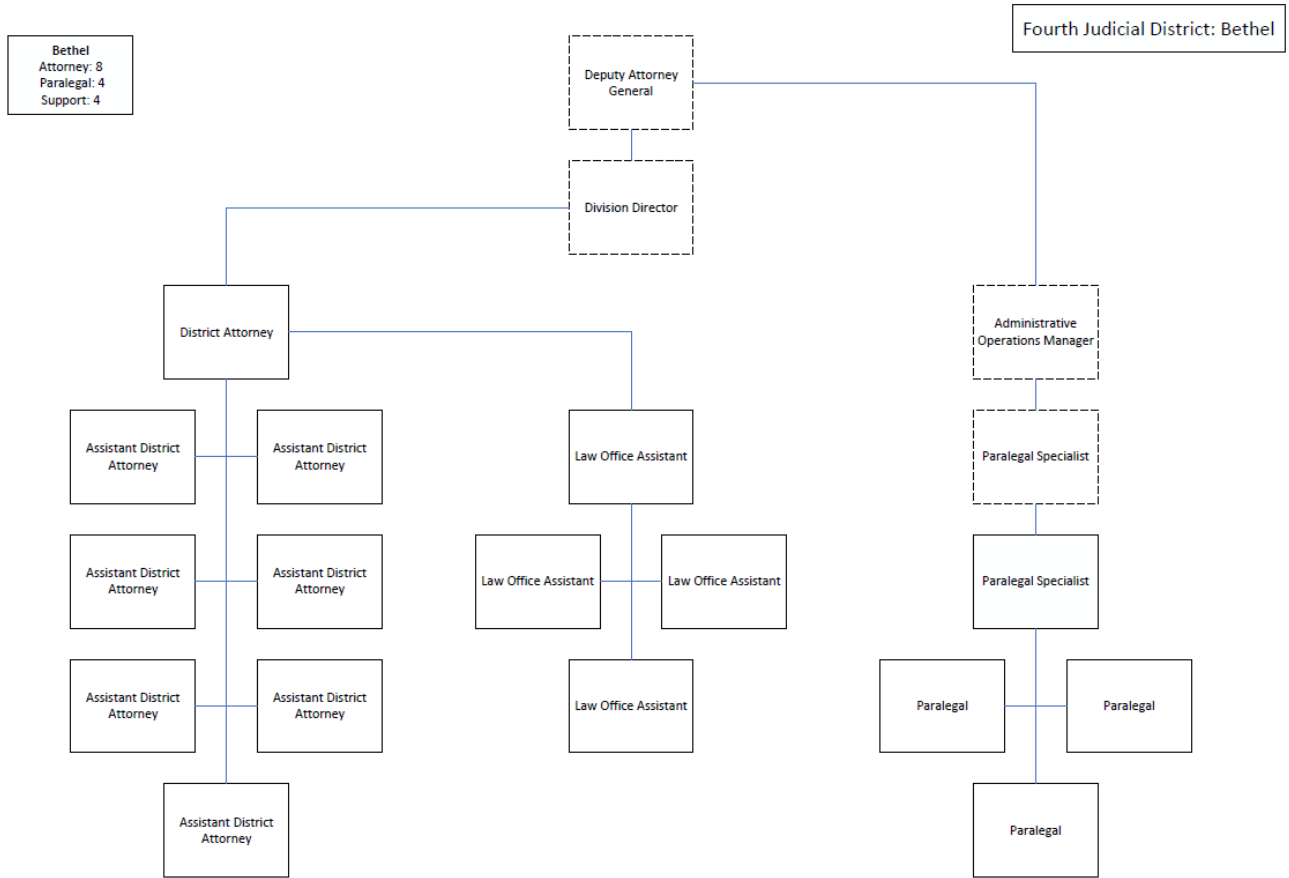
- Third Judicial District: Anchorage (largest office), Palmer, Kenai, Kodiak, and Dillingham. Please see Figure 4 for a description of the Third Judicial District’s structure.¹

Figure 4:



¹ The Third Judicial District is the largest coverage area for the Division and includes several offices.

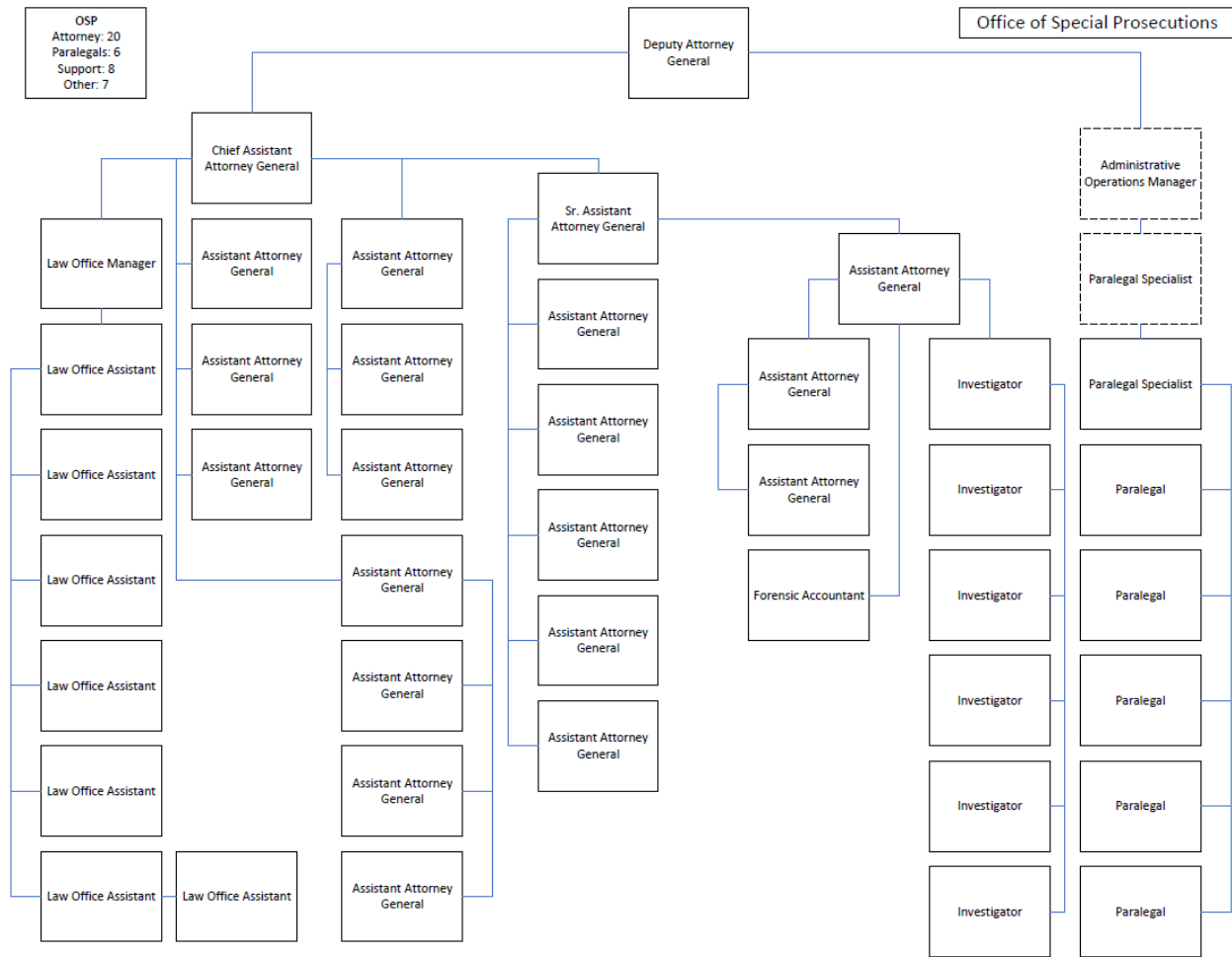




Additionally, the Division includes two statewide prosecutorial units:

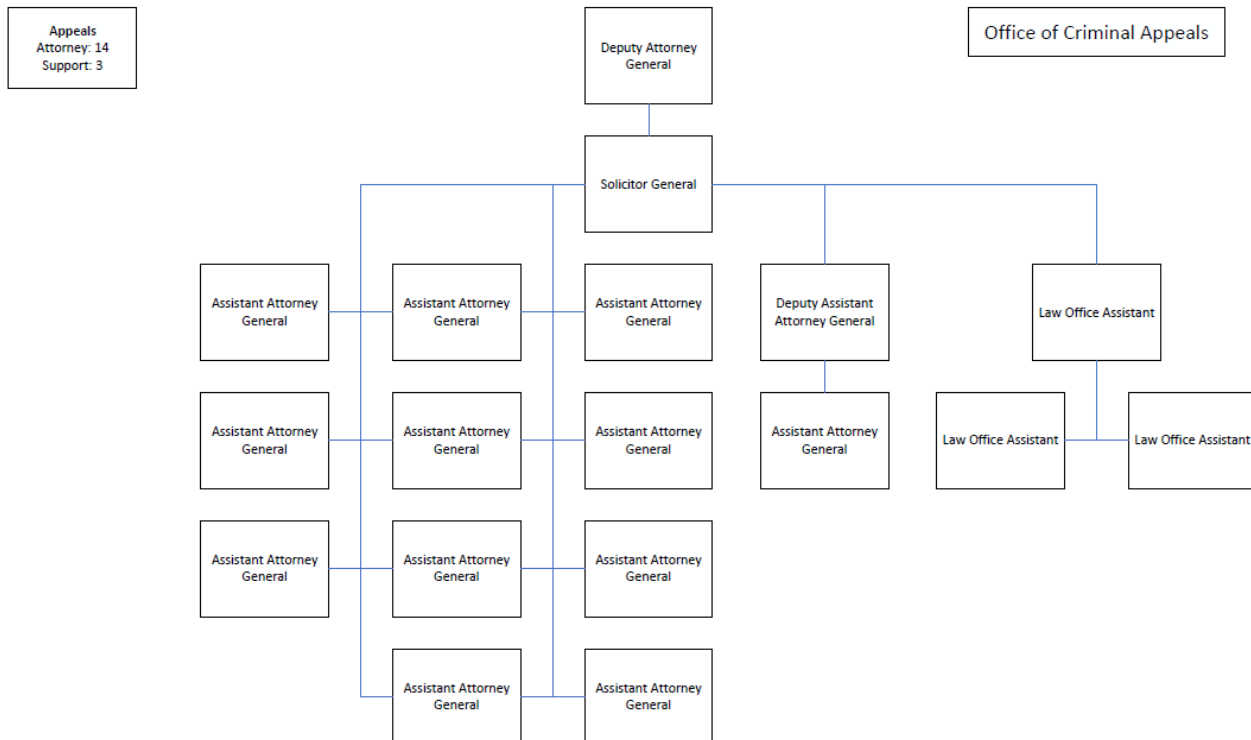
- OSP: handles complex and sensitive prosecutions across the state, including conflict cases from other offices, officer-involved shooting investigations, and cold case homicide prosecutions. Please see Figure 6 for a description of the OSP structure.

Figure 6:



- Office of Criminal Appeals: manages post-conviction litigation, including appeals and habeas corpus proceedings. Please see Figure 7 for a description of the Office of Criminal Appeals' structure.

Figure 7:



The Division also houses Alaska's Medicaid Fraud Control Unit (MFCU). The MFCU is staffed with attorneys, analysts, and investigators who are responsible for investigating and prosecuting fraud committed against the Medicaid program as well as abuse and neglect of vulnerable adults. As shown in the chart for OSP, the MFCU is housed within OSP.

Each District Attorney's Office is staffed with attorneys, law office assistants, investigators, and paralegals, many of whom serve Alaska's rural communities where geographic isolation and limited law enforcement resources create unique prosecutorial challenges. Generally, the Division receives prosecution referrals from a range of law enforcement agencies, including state, federal, and municipal entities. Those agencies and the process by which the Division receives case referrals is discussed more fully below.

B. Average Case Referrals Per Year

Together the Division receives roughly 21,000 referrals to prosecute a year – 6,000 felonies and 15,000 misdemeanors. On average, there are roughly 26,000 active prosecutions occurring across the state. Once referred, Division employees open the case in our CMS, and a Division prosecutor within the region of the referring LEA screens the case (ex. a Fairbanks prosecutor is typically responsible for the review of cases investigated and referred by the Fairbanks Police Department). Screening is defined as evaluating the referral to decide whether to accept the case for prosecution (proceed with the prosecution),

decline/dismiss the case, or amend the charges referred. A case may be referred by an agency before charges are filed with the court or after.

C. Law Enforcement Agency Partners

The Criminal Division receives referrals to prosecute from approximately 40 law enforcement agencies (LEA) statewide. The diversity and number of referring agencies underscore the importance of robust intake, evidence management, and inter-agency communication capabilities for a referral system.

LEAs across the state utilize a range of systems to manage their records and digital evidence, as illustrated in the charts below. The two largest LEAs in Alaska—the Alaska State Troopers (AST) and the Anchorage Police Department (APD)—use Niche and Hexagon, respectively, for their records management systems (RMS), and both rely on Axon for their digital evidence management systems (DEMS). At present, there are no direct system integrations between LEAs and the Criminal Division for either RMS or DEMS. Figure 8 and 9 (included below) details the RMS and DEMS in use by LEAs, respectively.

Figure 8:

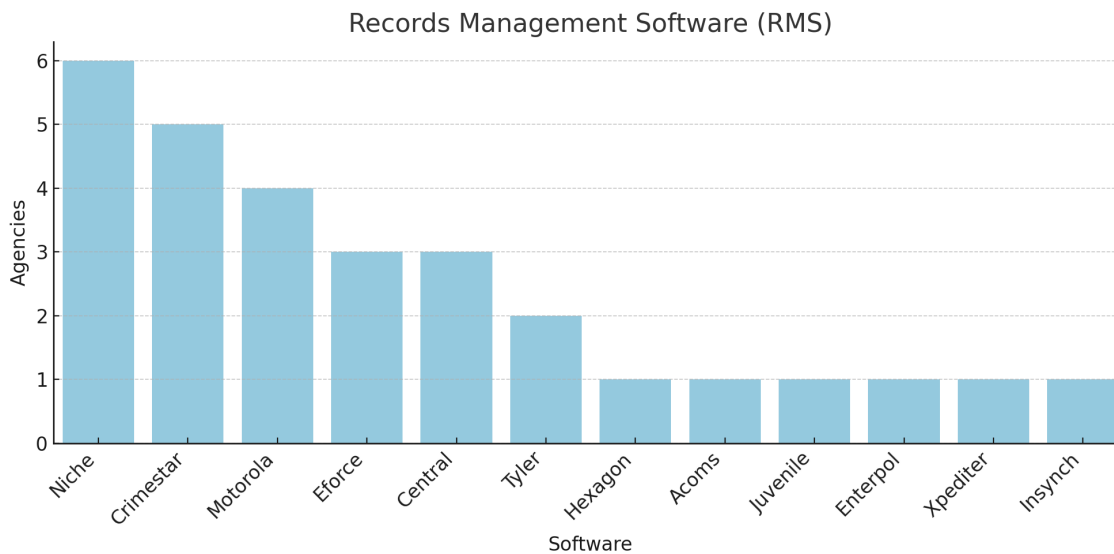
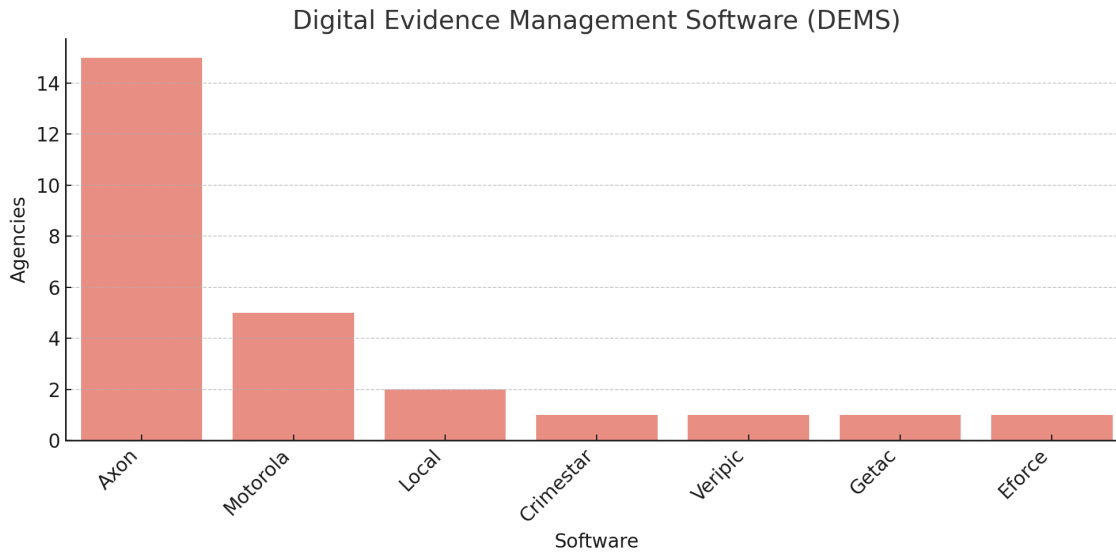


Figure 9:



In general, the listed LEAs refer cases to the corresponding office as detailed in the chart below. However, there are situations where another office may prosecute a case from an originating agency from another jurisdiction. For example, Palmer may prosecute cases that are referred by APD. In addition, OSP takes cases from across the state.

Office	Referring Law Enforcement Agency²
All Offices	<ul style="list-style-type: none"> ➤ Department of Corrections ➤ Department of Public Safety ➤ Division of Juvenile Justice
Anchorage	<ul style="list-style-type: none"> ➤ Anchorage Police Department ➤ Anchorage Airport Police and Fire ➤ Dillingham Police Department ➤ Sand Point Police Department ➤ Unalaska Police Department ➤ King Cove Police Department ➤ University of Alaska Anchorage
Bethel	<ul style="list-style-type: none"> ➤ Bethel Police Department
Fairbanks	<ul style="list-style-type: none"> ➤ Fairbanks Police Department ➤ Fairbanks Airport and Fire Police Department ➤ North Pole Police Department ➤ North Slope Police Department ➤ University of Alaska Fairbanks

² This is not an exhaustive list of all LEA in Alaska. It also does not break down the several AST detachments.

Juneau	<ul style="list-style-type: none"> ➤ Haines Police Department ➤ Hoonah Police Department ➤ Juneau Police Department ➤ Petersburg Police Department ➤ Skagway Police Department ➤ Yakutat Police Department
Kenai	<ul style="list-style-type: none"> ➤ Homer Police Department ➤ Kenai Police Department ➤ Seward Police Department ➤ Soldotna Police Department
Ketchikan	<ul style="list-style-type: none"> ➤ Craig Police Department ➤ Ketchikan Police Department ➤ Metlakatla Police Department
Kodiak	<ul style="list-style-type: none"> ➤ Kodiak Police Department
Kotzebue	<ul style="list-style-type: none"> ➤ Kotzebue Police Department
Nome	<ul style="list-style-type: none"> ➤ Nome Police Department
Palmer	<ul style="list-style-type: none"> ➤ Cordova Police Department ➤ Palmer Police Department ➤ Valdez Police Department ➤ Wasilla Police Department
Sitka	<ul style="list-style-type: none"> ➤ Sitka Police Department ➤ Wrangell Police Department
OSP	<ul style="list-style-type: none"> • All Agencies

D. Method of Referring Cases

Case referrals are submitted using the Criminal Case Intake and Disposition (CCID) form, a Division-owned instrument relied upon by LEAs to transmit case referrals are submitted using the Criminal Case Intake and Disposition (CCID) form, a Division-owned instrument relied upon by LEAs to transmit case information and track referrals between LEAs, the Division, municipal prosecutors' offices that receive case referrals directly from LEAs, and the Alaska Court System.

Each CCID generates a unique Arrest Tracking Number (ATN) that follows the case through its lifecycle. The CCID Portal must generate and assign a unique ATN for each case referral submitted through the system.

The ATN is:

- Randomly generated using a defined algorithm;

- Non-sequential;
- Validated by a check digit or equivalent error-detection mechanism; and
- Guaranteed never to repeat across all cases submitted through the system.

The ATN is the single, unifying identifier used to track a criminal case across law enforcement agencies, the Alaska Court System, Municipal Prosecutors' offices, and the Division. No other identifier reliably persists across criminal justice entities.

The CCID captures, at a minimum:

- Defendant identifying information (e.g. date of birth, social security number, driver's license number, Alaska Public Safety Information Network (APSIN) identification, and first and last name)
- Referred criminal charges
- Referring agency
- Referring officer's name
- Date of offense
- A check box to identify whether the case is a case involving domestic violence (DV)
- The location of the offense
- Date of arrest/citation
- Victim information (e.g. first and last name, date of birth, social security number, mailing address, phone number, primary language spoken, and a designated alternative point of contact for the victim)
- LEA report numbers
- Attachments (e.g., police reports, charging documents, digital evidence)

Upon receipt, Division staff manually create the case in the Division's case management system (Prosecutor by Karpel (PbK)) and later manually return disposition information to the referring LEA. This process is data-intensive, time-consuming, and vulnerable to delay and human error.

The Division requires a system that integrates with the Division's existing case management system, PbK, and that includes exposed, vendor-supported application programming interfaces (APIs) enabling secure, bidirectional integration with law enforcement agency (LEA) systems.

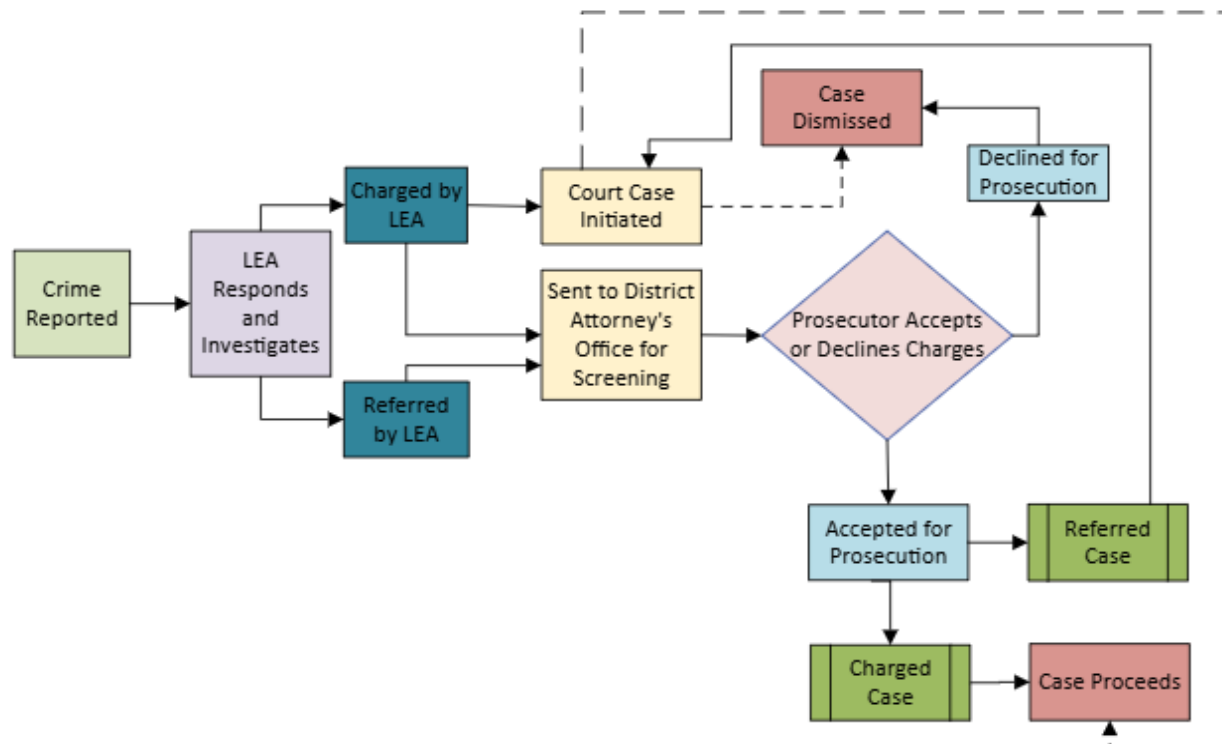
Municipal prosecutors' offices rely on the ATN to track and reference cases referred by LEAs in the same manner as the Division. While municipal prosecutors may not require system-to-system integration with the CCID Portal, they must be able to securely access the portal to view, reference, and track ATN-associated case information for cases within their jurisdiction, case information and track referrals between LEAs, the Division, municipal prosecutors' offices that receive case referrals directly from LEAs, and the Alaska Court System.

E. How cases are referred: charged/direct filed vs. referral

LEAs may refer cases for prosecution in two ways: by directly filing the case with the Alaska Court System or by submitting it as a case for review. A case submitted for review has not yet been charged. When a case is directly filed, it is formally charged and assigned a court case number by the Alaska Court System.

In either instance, a prosecutor within the office to which the case is referred is responsible for screening the case to determine whether prosecution is appropriate. As part of this screening process, the prosecutor may choose to add, amend, or decline charges. If the prosecutor decides to decline prosecution, the matter is closed. For direct-filed cases, a prosecutor's decision to decline the case for prosecution will result in dismissal of the court case. Figure 10 illustrates the referral process to the Division and the prosecutor's role in handling the referral.

Figure 10:



F. Steps taken by the Division upon receipt of referral

In general, the Division follows these steps when a case is referred to it for prosecution.

- **Open the case in CMS (LOA):** using the CCID, list the referred charges; create a case under the defendant’s profile, including update the defendant’s profile using the Alaska Public Safety Information Network (APSIN); add the referred LEA, referred law enforcement officer (LEO), ATN, date of offense, witness and victim information, LEA number, lab report, and upload any documents associated with the case; and assign a prosecutor, paralegal and LOA.
- **Victim contact (paralegal):** the assigned paralegal contacts the victim(s) and logs that contact into the CMS.
- **Case is screened (prosecutor):** the assigned prosecutor screens the case by determining whether to proceed with the referred charges, modify the charges, or decline the case for prosecution; identifies witnesses for grand jury (if necessary) and trial; requests any follow-up; drafts charging documents; drafts an offer; and gives direction to the assigned paralegal and LOA about necessary tasks.
- **If needed, file charging documents (LOA):** after the prosecutor drafts additional charging documents, the LOA may be responsible for filing those documents with the Court System.

After these steps, the case may progress through the criminal justice system.

- **Post-screening**

If the assigned prosecutor elects to continue with the prosecution of the case, the case progresses through the courts. This process may include the generation, receipt and filing of court documents; negotiations between the parties; issuing subpoenas for grand jury, evidentiary hearings and trial; the receipt and disclosure of evidence from the CMS and the Division’s DEMS environments; the tracking of those disclosures; attending court hearings and maintaining clear notes from those hearings; and contact and maintain a record of victim and witness contacts. All activities are logged, generated, or recorded in the Division’s CMS.

- **Disposition**

If a prosecutor screens a case out (elects not to proceed with the referred case), resolves the case prior to trial, or proceeds to trial, a record of those events is maintained in the CMS including case disposition details (e.g. the reason for the action taken, the sentence imposed). The disposition records are manually entered on the CCID form which is then manually distributed back to the referring LEA.

An appeal may follow any case charged. Appellate cases are also tracked and opened in the CMS, following an abbreviated process and linked with the original trial case.

LEAs depend on communication from the Division (typically via the CCID) for information on how to process cases in their system. For example, the prosecutor is responsible for alerting the LEA whether it must retain evidence associated with the referral. The current manual, time intensive and imperfect distribution of the CCID creates significant challenges for our LEA partners in the handling and management of evidence. The CCID is also a tool that helps LEAs understand decisions made in cases – whether a case is declined and the reason behind the declination – communication that is essential for their responsiveness to the community, training, and whether there is a need to continue to dedicate resources to the case. Any future system must provide disposition details to the referring LEA in near real-time.

G. Current Business and Technical Landscape

The Division currently utilizes PbK as its CMS. The system was fully implemented by the Division by 2015. It is used across the Division to initiate, store, maintain, and create shared access to prosecutorial case records and related documents.

The capabilities below represent the Division’s core business functions that are currently supported by a multitude of tools and applications in the current state, including primarily our CMS and DEMS. These capabilities capture the major business functions currently carried out by the Division to meet the Agency’s stated goals and objectives. These business capabilities include:

i. Case Initiation Processing

The ability for the Division to receive incoming case files and perform all necessary functions to determine what cases to prosecute, and conduct all necessary activities and actions to prepare accepted cases for further processing (e.g. generating charging documents, conducting arraignments, preparing discovery etc.).

ii. Case Flow Processing

The ability to process cases the Division has deemed eligible for prosecution. This includes the initiation, routing, monitoring, and overall management of all activities and actions necessary to progress a prosecutorial case from initial filing to disposition (and post-disposition processing if necessary).

iii. Manage Pre-Trial Events

The ability for the Division to initiate, conduct, and manage all pre-trial activities and actions necessary to ensure proper exchange of information (i.e. discovery) between the prosecutor and the defense, determine and conduct the best course of prosecutorial action (e.g. plea offers, motion filing, etc.) based on the alleged crimes and charges, and prepare cases for hearing, if appropriate.

iv. Evidence Management

The ability for the Division to manage evidence, including through audit and tracking logs and disclosure of evidence. Evidence management should enable Division employees to (at a glance) identify what has been disclosed, when it was disclosed and to whom, and restrict what should be disclosed. Evidence management also requires that the CMS maintain a *Brady* alert system.

v. Trial Processing

The ability to process a case through to trial, including by developing exhibits, maintaining clear notes, tracking witness availability, and issuing subpoenas and other relevant pleadings.

vi. Special Case Management

The ability for the Division to manage cases other “special” case types, such as appeals, petitions to revoke probation, co-defendant cases, investigations, and conflict cases. Conflict cases may be a case that requires restricting access to select Division employees.

vii. Post-Disposition Processing

The ability for Division employees to dispose of cases, record the reason for the disposition, enter disposition/sentencing details, share that information with the referring LEA, and take other post-disposition action, including schedule restitution hearings.

viii. Reporting and Analytics

Produce Accurate and Actionable Reports: Generate real-time and historical reports on case metrics, including case intake, charging decisions, case outcomes, and timelines. Track prosecutorial activity by office, jurisdiction, attorney, or case type. Support customized reporting based on user-defined criteria such as date ranges, case severity, charges filed, dismissals, resolutions, and case aging.

Support Operational Oversight and Supervision: Provide supervisors with tools to monitor attorney and staff workloads, performance, and case progression. Allow team leads to generate workload distribution reports and identify potential case backlogs or areas requiring reallocation of resources. Enable individual users to track their own caseloads, deadlines, and tasks.

Inform Legislative, Budgetary, and Policy Decisions: Enable the Division to produce reports responsive to legislative and executive branch information requests. Support data transparency and accountability when presenting metrics to the Alaska Legislature, the Office of the Governor, or the public. Provide insights into trends in crime, prosecution rates, and resource allocation to inform funding requests and statutory changes.

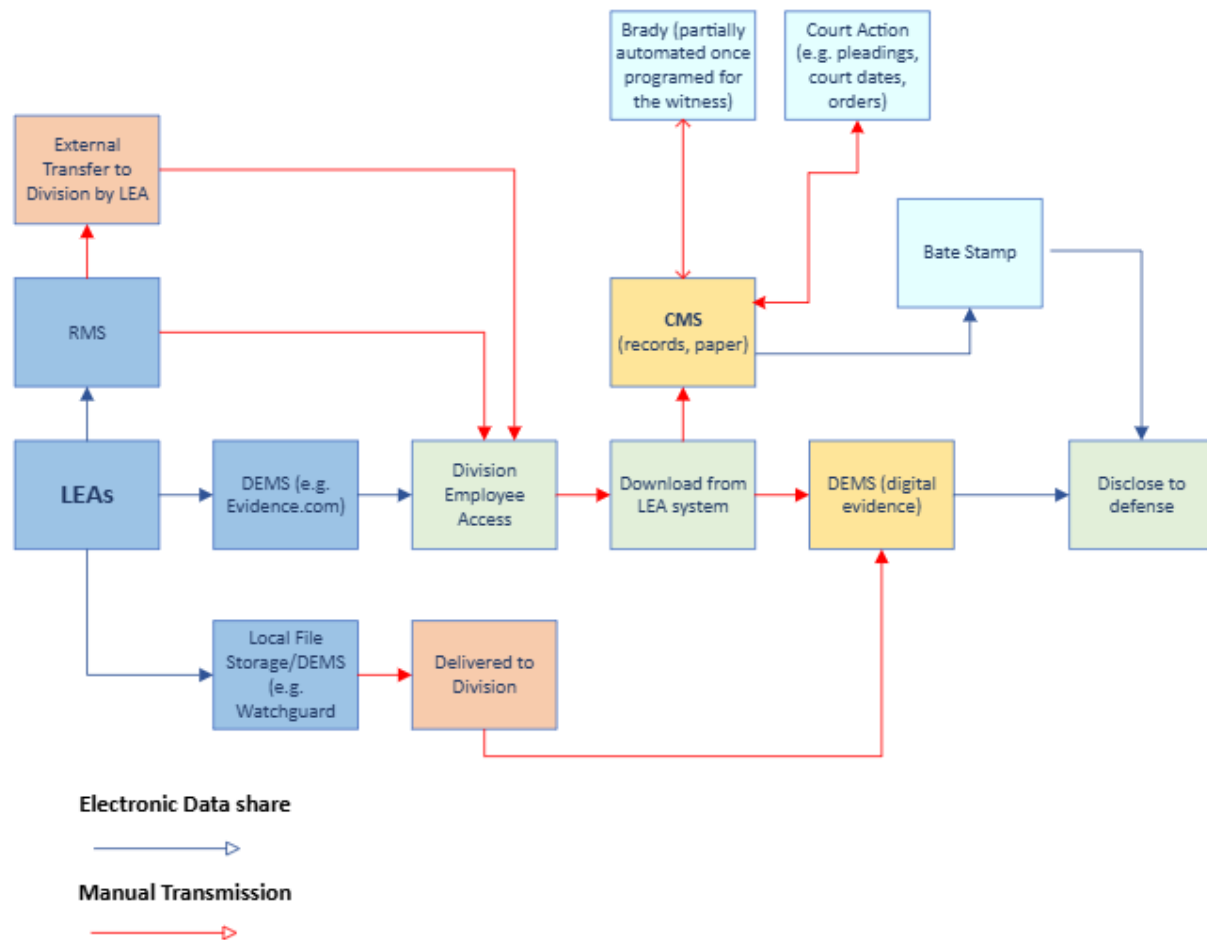
Enable Data-Driven Decision-Making: Include dashboards and visualizations for quick reference to key metrics. Offer tools for trend analysis, forecasting, and comparative analysis between judicial districts or time periods. Allow for export of data to Excel, PDF, or other formats for offline analysis or sharing.

Maintain Data Security and Role-Based Access: Ensure access to reports and analytics tools is permission-based, with restrictions aligned to user roles and responsibilities. Safeguard sensitive case data while still enabling aggregate data analysis across the Division.

Support Ad Hoc and Scheduled Reporting: Allow users to generate both on-demand (ad hoc) and recurring (scheduled) reports. Enable automation for routine reporting tasks, including monthly, quarterly, and annual performance summaries.

The business needs identified above are supported primarily by our technical resources, including our CMS and DEMS.

Figure 12 below is a high-level illustration of our current technical landscape and those processes that are done manually by a Division employee or a criminal justice partner, and those that are done through an electronic data share.



H. Current Technical Resources

The Division's line of business technical resources includes the following positions:

i. **Department Technology Officer 2**

The Department Technology Officer (DTO) for the Department of Law serves as the senior IT liaison and strategic advisor responsible for aligning the Department's business and operational needs with technology solutions. The DTO collaborates closely with Department leadership and the Office of Information Technology (OIT) to ensure that IT services and systems effectively support the Department's legal, administrative, and case management functions. The DTO provides oversight of the Department's technology initiatives, ensures compliance with State of Alaska enterprise policies and security standards, and represents the Department's interests in statewide IT governance, architectural review, and enterprise planning processes. This position is a shared resource within the Department of Law and supports both Divisions in their functioning.

i. **Systems Programmer 3**

The Systems Programmer is responsible for designing, configuring, installing, modifying, maintaining, and evaluating both commercial and internally developed software that supports the Division's enterprise-

level servers and case management systems. This position ensures secure, reliable access to data and network resources essential to the Division’s legal operations. The Systems Programmer provides technical expertise and consultation to legal staff and internal stakeholders, develops and implements system solutions tailored to the Department’s needs, and supports integration with State of Alaska enterprise infrastructure. This is a Division position dedicated to our systems.

ii. Department of Law Help Desk

The Department of Law employs four Microcomputer/Network Specialists who work under the direction of the Department Technology Officer (DTO) to support the Department’s IT infrastructure and user needs across all offices. These positions are responsible for administering the Department’s networks and providing hands-on technical support to attorneys, staff, and paralegals. Their work includes network planning, design, implementation, modification, and security to ensure reliable and secure access to systems and data critical to the Department’s operations. They also manage hardware and software deployment, troubleshoot technical issues, and assist with aligning Department systems with statewide IT standards in coordination with the Office of Information Technology (OIT).

iii. Research Analyst

The Division employs one Research Analyst who performs complex and technical research and analytical work in support of the Division’s mission. This position is responsible for developing, maintaining, and interpreting statistical information related to criminal case activity statewide. The Research Analyst gathers data from internal systems and external agencies, prepares reports for Division leadership, and supports legislative and budgetary requests with accurate and timely analysis. The position plays a critical role in identifying trends, informing policy decisions, and supporting data-driven resource allocation within the Criminal Division.

iv. CMS Coordinator

The Case Management Coordinator serves as the primary point of contact for coordinating, maintaining, and supporting the Division’s case management system and related workflows. This position ensures the integrity, usability, and functionality of the case management platform to support the operational and legal needs of attorneys, paralegals, and administrative staff across all Division offices.

Key responsibilities include overseeing user access and role configurations, coordinating user training, monitoring data quality, developing internal user guides, and working closely with internal stakeholders to troubleshoot issues, implement enhancements, and support system upgrades. The Case Management Coordinator plays a critical role in ensuring that the system supports consistent, timely, and accurate case handling, discovery, and reporting across the Division. The position may also assist with data analysis and contribute to the development of performance metrics and reporting tools.

v. State of Alaska Office of Information Technology

The State of Alaska’s Office of Information Technology (OIT) supports the Department of Law by providing centralized, enterprise-level IT services and governance, including the maintenance of core infrastructure such as cloud and data service centers, identity and access management, and security policy enforcement and compliance. The Department’s DTO serves as a liaison between OIT and the Department.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 PROCUREMENT OBJECTIVE

The Division seeks to implement a modern, secure, and scalable CCID Portal to increase operational efficiency in the exchange of case information between LEAs and the Division.

Increased efficiency requires reducing duplicative effort, minimizing the risk of human error, and eliminating unnecessary manual data entry and manual transmission of case information. The CCID Portal is intended to serve as the primary, standardized mechanism for case referral and disposition communication between LEAs and the Division.

The key functional objectives of the CCID Portal are as follows:

A. Streamline Case Referral, Tracking, and Disposition Communication

Currently, cases are referred to the Division using the CCID form and transmitted through multiple platforms, including email, SharePoint, digital evidence systems, and physical delivery. Upon receipt, Division staff manually enter referral information into the Division’s case management system and later manually notify the referring LEA of case disposition.

The Division seeks a CCID Portal that centralizes and standardizes case referral submission and disposition reporting, reducing lag time, minimizing manual handling, and improving the accuracy and consistency of case information exchanged between agencies.

B. Automate Intake and Disposition Workflows and Notifications

Many steps in the current referral process require repetitive manual data entry and manual communication between the Division and LEAs. The CCID Portal should automate intake workflows and disposition notifications to ensure timely, consistent, and auditable communication without reliance on manual follow-up. To achieve this objective, an ideal system must integrate with the Division’s CMS to automate case opening and automate from data within the CMS communication of disposition details to the referring LEA.

C. Support Direct Integration with External Law Enforcement Systems

A core objective of the CCID Portal is to reduce duplicative work across agencies. Law enforcement agencies often must enter the same case information into multiple systems, while the Division performs similar tasks upon receipt. The CCID Portal must support direct, API-based integration with LEA systems to reduce redundant data entry, improve data accuracy, and support timely prosecution decisions.

D. Improve Interagency Communication and Coordination

LEAs rely on timely updates from the Division regarding case status, screening decisions, disposition outcomes, and evidence retention guidance. Delays or incomplete communication strain both prosecutorial and law enforcement resources and may create operational or legal risk. The CCID Portal must enhance interagency collaboration by providing structured, timely, and reliable bidirectional communication between the Division and LEAs throughout the lifecycle of a referred case.

E. Enable Secure Access and Role-Based Permissions

The CCID Portal must include role-based access controls to ensure that users can access only the information appropriate to their role, agency, and authorization level. Access controls must support CJIS compliance and protect sensitive criminal justice information while allowing efficient operational use.

F. Promote Standardization of Case Referral Practices Across Agencies

LEAs across Alaska vary in size, resources, and internal workflows. The CCID Portal should promote standardized referral data elements, charge selection, and documentation practices, improving consistency across agencies and reducing training burdens for both LEAs and the Division.

G. Reduce Duplicate Data Entry Through Centralized Intake

The CCID Portal should function as a single, authoritative intake point for case referral information, reducing the need for duplicative entry of case data, attachments, and identifiers across multiple platforms and systems.

H. Provide Referral and Disposition Reporting and Auditability

The CCID Portal must support reporting and audit functionality related to case referrals and dispositions, including referral volumes, processing timelines, disposition outcomes, and agency-level metrics. These capabilities are essential to support oversight, accountability, and responses to legislative or executive inquiries.

I. Support Operational Visibility for Participating Agencies

The CCID Portal should provide LEAs and the Division with appropriate visibility into the status of referred cases, including confirmation of receipt, screening outcomes, and final disposition, without exposing internal prosecutorial deliberations or confidential materials.

J. Improve Communication with Non-LEA Case Parties

In addition to keeping law enforcement agency partners informed of case progress, the Division has an obligation to keep victims informed. Victims have constitutional and statutory rights to receive timely information about the status of their cases.

Currently, the Division communicates with victims through manual methods—such as phone calls, emails, and written correspondence—as well as through the automated VINELink system, which provides updates regarding hearings in charged cases.

The Division seeks a system that would allow victims to securely access limited information about the status of a referred case, including whether the case has been accepted for prosecution and basic assignment details, such as the assigned office, paralegal, and prosecutor. Access must be strictly controlled so that users may view only authorized, case-specific information.

In summary, the Division seeks a modern, CJIS-compliant, bidirectional CCID portal that serves as the primary mechanism for communication and data exchange between LEAs and the Criminal Division, replacing paper-based and ad hoc electronic workflows.

The portal must:

- Enable law enforcement to submit case referrals electronically and incorporate the algorithm currently used;
- Integrate programmatically with the Division’s existing CMS;
- While municipal prosecutors may not require system-to-system integration with the CCID Portal, they must be able to securely access the portal to view, reference, and track ATN-associated case information for cases within their jurisdiction.
- Provide automated feedback from the Division back to LEAs regarding:
 1. Case status
 2. Assignment (e.g. prosecutor and more staff assignments)
 3. Disposition (e.g. whether the case was accepted for prosecution, declined for prosecution, and any sentencing details)
 4. Evidence retention guidance
- Be built to possess the capacity for integration by our LEA partners with their CMS’s;
- Permit victim(s) access to information about the progress of their case, including case assignment details; and
- Possess auditing and tracking tools.

SEC. 3.02 SCOPE OF WORK

A. Portal Access and Availability

The CCID Portal must:

- Be web-browser accessible (no proprietary client software required);
- Function reliably in low-bandwidth and low-connectivity environments, including rural Alaska communities;
- Support role-based access controls for LEA users, Division users, Municipality prosecutors and victims.
- Be available 24/7, subject to scheduled maintenance.

The system must treat the ATN as immutable once generated. The portal must support correction and amendment of CCID data elements associated with an ATN through a versioned update process, preserving prior values, maintaining full audit history, and clearly indicating the current authoritative data to all authorized users.

The solution must support offline issuance of ATN through a secure pre-allocation mechanism. The system shall allow controlled issuance of pre-generated, non-repeating ATNs to authorized agencies or dispatch centers for use during connectivity outages, with full reconciliation, validation, and audit logging upon restoration of connectivity.

B. Law Enforcement Referral Functionality

The portal must allow authorized LEA users to submit case referrals containing, at a minimum:

Case and Tracking Information

- Arrest Tracking Number (ATN) (system-generated following an algorithm that never repeats and incorporates the existing numbering system)
- Date(s) of offense
- Referring LEA
- Primary officer
- LEA report number(s) (must have the capacity to incorporate multiple report numbers)

Defendant Information

- Full legal name
- Date of birth
- Social Security number
- Physical address
- Phone number
- Driver's license number
- APSIN number (if available)

Victim Information

- Full name
- Date of birth
- Social Security number
- Address
- Phone number
- Driver's license number
- APSIN number (if available)
- Preferred spoken language
- Alternative point of contact/victim designated representative

Charges

- Pre-populated, standardized list of Alaska criminal charges, including class and level of offense
- Statute numbers and charge descriptions
- Ability to select multiple charges per referral
- Charge tracking number (CTN)

Attachments

The system must provide for the ability to submit attachments with a case referral, including police reports, charging documents, digital evidence references or links, and other supporting materials.

C. Bidirectional Integration Requirements**Integration with Division Case Management System**

The portal must include exposed, documented APIs that allow it to be securely tethered to the Division's existing case management system.

Integration must support, at a minimum:

- Inbound transmission of CCID referral data
- Preservation of the ATN as a persistent identifier
- Automated case creation or population workflows (as configured by the Division)

Outbound Communication to Law Enforcement Agencies

The portal must be capable of reporting back to the referring LEA, through automated or near-real-time updates:

- Case screening status (e.g., accepted, declined, pending)
- Assigned prosecuting office and attorney (if applicable)
- Case disposition and resolution details
- Evidence retention and disposal guidance following case resolution

D. Scalability and Extensibility

The solution must:

- Be scalable to support additional LEAs, users, and data volume without re-architecture;
- Support external LEA system integrations through exposed APIs, enabling LEAs to connect RMS or other internal systems directly to the portal;
- Allow the Division to onboard additional agencies incrementally.

I. PHASED IMPLEMENTATION & DEPLOYMENT

The CCID Portal is a mission-critical, statewide system that must be implemented in a controlled, low-risk manner. Vendors shall propose a phased deployment strategy that minimizes operational disruption, ensures system reliability, and allows for iterative refinement based on real-world use.

A. Phased Deployment Plan

Vendors must provide a detailed deployment plan that includes:

- Methodology for selecting pilot agencies and offices
- Proposed sequencing for onboarding additional agencies and offices
- Clearly defined criteria and performance benchmarks required to advance between deployment phases
- Consideration of agency size, technical maturity, and geographic constraints (including rural and low-bandwidth environments)

B. Minimum Viable Product (MVP) Requirements

The initial system release must deliver a functional MVP that includes, at a minimum:

- Core case intake functionality
- Automated Arrest Tracking Number (ATN) generation
- Basic referral submission capabilities

Advanced functionality (e.g., expanded integrations, enhanced reporting, automation features) shall be deployed in subsequent phases.

C. Iterative Development and Agile Delivery

Vendors shall utilize an iterative development approach that includes:

- Sprint-based development cycles
- Regular demonstrations of system functionality to Division stakeholders
- Structured mechanisms for incorporating user feedback into future releases

- Continuous improvement of system performance, usability, and functionality

D. Pilot Implementation Requirement

Prior to any statewide rollout, the vendor must conduct a pilot deployment that includes, at a minimum:

- One large law enforcement agency (e.g., Alaska State Troopers or Anchorage Police Department)
- One mid-sized agency
- One rural or bandwidth-constrained agency

The pilot phase must be used to validate system performance, usability, integration capabilities, and operational impact across varied environments.

E. Parallel Operations Period

The vendor shall support a defined period during which the existing referral process and the CCID Portal operate concurrently. During this period, the system must be validated for:

- Data accuracy and completeness
- Consistency with existing workflows
- Reliability of integrations and communications

The vendor must provide tools and support to reconcile discrepancies identified during parallel operations.

F. Training and Change Management

Vendors must provide a comprehensive training and change management plan that includes:

- Role-based training tailored to LEA users, Division staff, and other stakeholders
- Training delivery methods suitable for both in-person and remote environments
- Field-focused rollout support, including resources for rural agencies
- Ongoing support during transition, including helpdesk and user assistance

II. OPEN ARCHITECTURE, APIs, and VENDOR-AGNOSTIC DESIGN

The CCID Portal shall be designed using a vendor-agnostic architecture that avoids dependency on proprietary technologies or exclusive vendor platforms.

All system integrations shall rely on open, standards-based, non-proprietary APIs and data formats that are fully documented and available for use by the State of Alaska and authorized third parties.

The solution shall not require the use of vendor-specific client software, proprietary middleware, or exclusive vendor platforms to access core system functionality. Access to the CCID Portal shall be available using standard web technologies and documented APIs.

The system shall be capable of integrating with existing and future third-party systems, including but not limited to law enforcement RMS, prosecutorial CMS, court systems, and evidence management platforms, regardless of vendor.

The State of Alaska and participating agencies shall retain the ability to replace components, integrate alternative systems, or transition to a different solution in the future without loss of data, functionality, or access to historical records.

III. API REQUIREMENTS AND DEMONSTRATED INTEROPERABILITY

The vendor shall provide a robust API layer that supports bidirectional data exchange for CCID referrals, status updates, metadata, audit logs, and other system functions.

Vendors shall describe in detail how their solution has supported integration with third-party RMS, CMS, or court systems not provided by the vendor, including:

- A description of the systems integrated
- The role of the API in those integrations
- Whether the integrations are currently in active production environments

General statements of “API capability” without concrete examples shall not be sufficient to meet this requirement.

IV. DATA OWNERSHIP, CONTROL AND PORTABILITY

All data submitted to, generated by, or exchanged through the CCID Portal—including, but not limited to, ATNs, referral data, disposition data, audit logs, system metadata, and integration artifacts—shall remain the sole property of the State of Alaska.

The vendor shall not assert ownership, licensing rights, or proprietary claims over State data.

The vendor shall support full data export at any time, without additional licensing fees or penalties, in a structured, documented, non-proprietary format suitable for migration to another system.

The vendor shall ensure that data exports include all historical records and associated metadata necessary to preserve system functionality and evidentiary integrity.

V. IDENTITY MANAGEMENT AND ACCESS FLEXIBILITY

The CCID Portal shall support multiple CJIS-compliant identity management models, including:

- Vendor-managed user accounts
- Agency-managed user accounts
- Federated identity providers

The solution shall not require all participating agencies to adopt a single statewide or centralized identity provider as a condition of access.

Participating agencies shall be able to onboard and manage users in a manner appropriate to their size, technical capacity, and operational needs, while the Department of Law retains control over roles, permissions, and access levels within the CCID Portal.

This requirement is intended to ensure flexible onboarding, avoid unnecessary barriers to participation, and prevent future operational bottlenecks as agencies with differing technical capabilities are added to the system.

VI. VENDOR ATTESTATION – OPEN ARCHITECTURE, DATA OWNERSHIP, AND INTEROPERABILITY

As part of its proposal, the vendor shall submit a written attestation affirming compliance with the open architecture, data ownership, interoperability, and identity management requirements set forth in this solicitation.

The attestation shall confirm that:

- The solution is vendor-agnostic and does not rely on proprietary integrations
- All APIs and data formats are open and standards-based
- The State of Alaska retains sole ownership of all system data
- Data can be fully exported without restriction or additional cost
- The system supports multiple CJIS-compliant identity management models

The attestation shall be signed by an authorized representative of the vendor and submitted with the proposal. Failure to submit the attestation may be deemed non-responsive.

VII. SYSTEM AVAILABILITY, UPTIME, AND CONTINUITY OF OPERATIONS

The CCID Portal shall be considered mission-critical software required for use by law enforcement agencies 24 hours per day, 7 days per week, including nights, weekends, and holidays.

The vendor shall provide a minimum system up-time guarantee of 99.9%, excluding scheduled maintenance. Scheduled maintenance shall be performed during off-peak hours and shall be communicated to the Division and affected users in advance.

The vendor shall maintain continuous system monitoring and shall implement incident response procedures designed to minimize service disruption and restore service as quickly as possible in the event of unexpected downtime.

In the event of unplanned or unexpected system downtime, the CCID Portal shall include functionality that allows authorized users to generate a backup CCID record for manual delivery or submission, as needed, when the system is unavailable. This backup functionality shall be immediately accessible and shall capture sufficient information to allow the referral to be processed and reconciled once the system is restored.

The system shall support the upload, reconciliation, or validation of manually generated CCID records once normal operations resume, without requiring duplicate data entry.

The intent of this requirement is to ensure uninterrupted law enforcement referral capability, including during after-hours arrests and time-sensitive investigations, and to directly address operational continuity concerns when the system is temporarily unavailable.

VIII. SECURITY AND COMPLIANCE REQUIREMENTS

Vendors must demonstrate:

- Prior operational experience handling CJIS-regulated criminal justice data within the last 2 years;
- CJIS Security Policy compliance, including:
 - Access controls
 - Audit logging
 - Encryption at rest and in transit

- Background screening requirements
- U.S.-based data hosting;
- Ability to support Division and State of Alaska security audits

IX. REPORTING AND AUDITABILITY

The portal must support:

- Full audit logging of:
 - Referral submissions
 - Data edits
 - Status updates
 - Disposition communications
- Reporting tools for:
 - Referral volumes by agency
 - Processing timelines
 - Disposition outcomes
- Export of structured data for oversight, analytics, and legislative reporting

X. VENDOR QUALIFICATIONS

Respondents must, at a minimum:

- Have a demonstrated history of working directly with law enforcement or criminal justice agencies within the last two years;
- Vendor must have designed, implemented, or operated a system that supports law enforcement case referral, intake, or prosecutorial handoff workflows, not merely internal case management or records storage;
- Vendor must offer a browser-based solution proven to function in low-bandwidth or limited-connectivity environments, including rural or remote jurisdictions;
- Vendor must provide exposed, documented, vendor-supported APIs used in active customer deployments to support bidirectional integration with external systems;
- Vendor must host all criminal justice data within the United States and provide U.S.-based technical support personnel familiar with CJIS requirements;
- Offer long-term maintenance, support, and documentation.

XI. VENDOR ATTESTATION – SYSTEM UPTIME, REDUNDANCY, AND AVAILABILITY

As part of its proposal, the vendor shall submit a written attestation affirming compliance with the system availability, uptime, and continuity of operations requirements set forth in this solicitation.

At a minimum, the vendor attestation shall include the following representations:

- **Uptime Guarantee:** the vendor shall attest that the CCID Portal will maintain a minimum uptime of 99.9%, excluding scheduled maintenance, and that the system is designed and supported for continuous 24/7/365 operation.
- **Redundancy and Resiliency:** The vendor shall attest that the system architecture includes appropriate redundancy to prevent single points of failure, including but not limited to redundant infrastructure, data storage, and network components.

- **Monitoring and Incident Response:** The vendor shall attest that the system is continuously monitored and that documented incident response procedures are in place to detect, respond to, and remediate outages or service degradation in a timely manner.
- **Continuity of Operations:** the vendor shall attest that the system includes a backup CCID generation capability that allows authorized users to create referrals for manual delivery during periods of unexpected downtime, and that such referrals can be reconciled within the system once service is restored.
- **Disaster Recovery and Restoration:** the vendor **shall** attest that disaster recovery and data restoration procedures are in place and are tested regularly to ensure system availability and data integrity in the event of a catastrophic failure.
- **Material Breach Acknowledgment:** The vendor shall acknowledge that failure to meet the uptime and availability requirements may be considered a material breach of contract and may result in contractual remedies as provided in the agreement.

The attestation shall be signed by an authorized representative of the vendor and submitted with the proposal.

XII. DOCUMENTED PROOF OF VENDOR EXPERIENCE

Vendors must provide verifiable evidence of the following:

- Production Deployments

At least two (2) operational deployments of a criminal justice or law enforcement portal used by multiple independent agencies (e.g., LEAs, prosecutors, courts, or municipal agencies).

- Unique Identifier Systems at Scale

Experience implementing a non-repeating, system-generated unique identifier used across multiple agencies or systems as the authoritative case identifier (e.g., arrest tracking number, incident number, case ID).

- Bidirectional Data Exchange

Demonstrated experience supporting bidirectional data flows, including referral submission and disposition or status return, through APIs or secure portals.

- CJIS Audits and Compliance Reviews

Experience undergoing CJIS audits, security assessments, or compliance reviews conducted by state or federal authorities.

- Role-Based, Multi-Agency Access Control

Experience supporting role-based access for multiple agency types, including agencies that require portal access without full system integration.

XIII. DISQUALIFYING CONDITIONS

Vendors that have not operated a CJIS-compliant law enforcement or prosecutorial system in a production environment within the past two (2) years may be deemed non-responsive.

XIV. EXCLUSIONS

This RFP does not include migration of legacy PbK data.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately July 1, 2026, for approximately 5 years with 5 optional one year renewals, to be exercised on mutual agreement of parties.

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. 3.04 CONTRACT TYPE

This contract is a time and materials contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Attorney General of the Department of Law or the Attorney General'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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Producer Price Index (PPI): Contract prices will remain firm through the first full calendar year the contract start date.

The contractor or state may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received thirty (30) days prior to the contract renewal date. If the contractor or state fails to request a PPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the written request is received.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group wpu34110101, Item Code 341101 for System Software Publishing, issued for _____ of each contract term. The percentage difference between the PPI issued for July, 2026, and the PPI issued for each July of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

All price adjustments must be approved by both the contractor and 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 and signed by the contractor.

SEC. 3.08 SUBCONTRACTORS

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

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

Subcontractor experience shall not 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 offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 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 and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.11 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. 3.12 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 Attorney General of the Department of Law or the Attorney General's designee.

SEC. 3.13 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. 3.14 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. 3.15 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

SEC. 3.16 TERMINATION FOR DEFAULT

- a. 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 the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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 part of their proposal. An electronic copy of the forms is posted along with this RFP.

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.

Please return Submittal Form A and Submittal Form G in the same “excel” format they are found in. Submittal Forms B – F may be converted to a PDF and submitted in that format.

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

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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Functional & Technical Requirements	
Submittal Form B – Offeror Information and Certifications	
Submittal Form C – Experience and Qualifications	5
Submittal Form D – Understanding of the Project	5
Submittal Form E – Methodology & Management Plan Used for the Project	5
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 FUNCTIONAL & TECHNICAL REQUIREMENTS (SUBMITTAL FORM A)

The Offeror must indicate the capabilities of the offered product as identified in Column C by completing each row of Column G “Offeror’s Response” with one of the following responses to: Fully Meets, Partially Meets, Does Not Meet, Future Roadmap, or Not Applicable.

Please note that Column E “Demo Priority” also indicates certain aspects of the offered product that must be included in the mandatory product demonstration as per Sec 4.10.

Please do not write any responses in Columns J through N.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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.

SEC. 4.04 OFFEROR INFORMATION & CERTIFICATIONS (SUBMITTAL FORM B)

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror’s firm along with the offeror’s Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.

- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

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

SEC. 4.05 EXPERIENCE & QUALIFICATIONS (SUBMITTAL FORM C)

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

SEC. 4.06 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM D)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 METHODOLOGY & MANAGEMENT PLAN USED FOR THE PROJECT (SUBMITTAL FORM E)

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

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

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

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

SEC. 4.10 MANDATORY OFFEROR DEMONSTRATION

The Offeror must participate in a live, structured demonstration of the proposed system to show how it meets the functional, technical, and workflow requirements outlined in this RFP. The Civil Division will schedule and facilitate a 2.5-hour demonstration session.

Upon submission of a proposal and submittal forms, the offeror is welcome to suggest optimal times and dates to provide their demonstration, within the date range of May 11 – 20, 2026. Please note that State of Alaska employees typical work-day is 8:00 – 4:30, Monday through Friday.

The demonstration must:

1. Show the Offeror’s proposed system in operation — not slides, marketing materials, or conceptual mockups.
2. Demonstrate how the proposed system satisfies the requirements and deliverables of this RFP, including (but not limited to) matter management, contact management, automation capabilities, time and cost entry, billing workflows, document templates, customized tabs, reporting, and system administration.
3. Include demonstrations of all requirements in Submittal Form A that are marked “Demo Priority = Required,” as these items must be shown in the live demonstration to confirm full system capability.
4. Allow evaluators to ask clarifying questions regarding system functionality, workflow design, security features, and implementation approach.
5. Be performed using the Offeror’s own environment, fully configured to show comparable workflows to those required in this RFP.

Failure to participate in the mandatory demonstration may result in the proposal being deemed non-responsive.

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Functional & Technical Requirements	(Submittal Form A)	250
Experience and Qualifications	(Submittal Form C)	125
Understanding of the Project	(Submittal Form D)	125
Methodology & Management Plan	(Submittal Form E)	125
Product Demonstration		125
	Total	750

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	150
Total		150

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1) Questions regarding the personnel:

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

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

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

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

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

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 MANAGEMENT PLAN & METHODOLOGY USED FOR THE PROJECT

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

- **Management Plan:**

- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined within the project team and organizational structure?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Has the Offeror provided any evidence or assurance that they can meet the schedule set out in the RFP; including staffing levels, resource availability, and prior experience with similar timelines?
- 7) Has the Offeror adequately described their plan for monitoring, controlling, and containing project costs throughout the contract, including:
 - Budget oversight processes.
 - Cost-reporting tools.
 - Strategies to prevent cost overruns.
 - Vendor-side accountability for cost risks.
 - Methods to avoid unnecessary billable hours or change orders.

- **Methodology used:**

- 1) How comprehensive is the methodology described by the offeror and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the project schedule in the RFP, including major milestones and dependencies?
- 4) Have potential risks, obstacles, or challenges been identified and does the methodology mitigate or manage them?
- 5) Does the offeror's approach exceed the minimum requirements of the RFP, and do those enhancements provide added value?
- 6) Does the methodology support cost containment, including strategies such as:

- Process efficiencies.
- Workflow standardization.
- Reducing rework or duplication.
- Use of existing technology or shared resources.
- Avoidance of change-order–driven cost escalation.

SEC. 5.07 CONTRACT COST (COST PROPOSAL)

Overall, 15% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.08 ALASKA OFFEROR PREFERENCE

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

Example:**Step 1**

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
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.

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, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 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. 6.05 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. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 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 by video or telephone conference.

SEC. 6.08 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. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 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. 6.11 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:

[Application Of Preferences](#)

- 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

SEC. 6.12 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

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

SEC. 6.15 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) **OR** Standard Contract Form for Goods and Non-Professional Services (form SCF.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. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 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. 6.19 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. 6.20 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.21 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. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 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. 6.26 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. 6.27 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. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Form G (Cost Proposal)
- 2) Submittal Forms A - F
- 3) Standard Agreement Form with Appendices A & B