



**STATE OF ALASKA**

**Department of Public Safety  
Division of Alaska State Troopers  
Division of Alaska Wildlife Troopers  
5700 E. Tudor Road  
Anchorage, Alaska 99507**

**Request for Proposals (RFP) 2013-1200-1894**

**Date of Issue: April 16, 2013**

**Professional Services Contract,  
Rural Law Enforcement Distance Learning Courses**

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

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# SECTION ONE

## INTRODUCTION AND INSTRUCTIONS

### 1.01

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

Offerors must submit two (2) original copies of their proposal, in writing, to the DPS Procurement Officer in a sealed envelope. It must be addressed as follows:

Department of Public Safety  
Division of Administrative Services  
Attention: Robert C. DeGroot  
Request for Proposal (RFP) Number: 2013-1200-1894  
DPS Supply Section  
524 E. 48<sup>th</sup> Avenue  
Anchorage, AK 99503-7315

**Proposals must be received no later than 1:30 P.M., Alaska DST on Tuesday, May 7, 2013**

Electronically scanned/e-mailed proposals are acceptable; however offerors must contact the Procurement Officer to ensure complete proposal receipt by the deadline. Failure to contact the Procurement Officer to verify full receipt of an offeror's proposal may result in a non-responsive submission and rejection of the proposal.

Oral and Fax proposal submissions are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

#### **PROCUREMENT OFFICER:**

Robert C. DeGroot  
DPS Chief Procurement Officer  
DPS Supply Section  
524 E. 48<sup>th</sup> Avenue  
Anchorage, AK 99503-7315  
Telephone: (907) 561-1092, extension 233  
Fax: (907) 561-9178  
E-mail: [robert.degroot@alaska.gov](mailto:robert.degroot@alaska.gov)

### 1.02

#### Contract Term and Work Schedule

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

The length of the contract will be from the date of contract issue, approximately **June 1, 2013** until completion, approximately **June 30, 2014**. There are also four (4) annual optional renewals that the State can exercise at their sole option to extend the contract potentially through June 30, 2018. The State of Alaska does not guarantee a minimum or maximum amount of contract payments for this contract. Funding for this contract is available for the first year of the contract. The four optional annual renewals are subject to legislative appropriation.

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

The approximate contract schedule is as follows:

- Issue RFP on **April 16, 2013**.
- Proposal submission deadline on **May 7, 2013**.
- Proposal Evaluation Committee completes evaluation and selects apparent best proposal offer by **May 10, 2013**
- DPS completes contract negotiations with apparent best offeror by **May 16, 2013**.
- State of Alaska issues Notice of Intent to Award a Contract by **May 17, 2013**.
- State of Alaska issues contract on **May 27, 2013**.
- Contract work starts on **June 3, 2013**.
- Distance Learning Project Plan (Deliverable One) due on **July 1, 2013**.
- Contract first-term completion on **June 30, 2014**.
- Optional annual contract renewals (4 years) from **July 1, 2014 to June 30, 2018**

## **1.03**

### **Purpose of the RFP**

The Divisions of Alaska State Troopers (AST) and Alaska Wildlife Troopers are soliciting for professional consulting services for information technology project planning, program development and deployment for a web-based distance learning program for rural law enforcement personnel

including the Village Public Safety Officer (VPSO) program. The desired outcome of this contract is the successful design, development, testing and deployment of a robust and expandable online training system that will provide standardized training services for the challenging rural Alaska law enforcement mission.

## **1.04**

### **Budget**

The Department of Public Safety estimates a budget range of between \$950,000 and \$1,065,000 over the full five (5) year contract if all four (4) renewal options are elected by the State. Much of the work can be completed through teleconference and electronic communications. It is expected that some face to face planning meetings will be required; the Alaska State Troopers will bring key individuals needed for these meetings into a centralized location. Limited travel may be required to each of the individual site locations, in these cases, if the Alaska State Troopers are unable to provide travel support services, travel costs will be reimbursed to the contractor at state standard reimbursement rates.

## **1.05**

### **Location of Work**

The location of the work is to be performed, completed and managed predominately at the contractor's facility with program review meetings as necessary at the Alaska State Troopers HQ in Anchorage, Alaska, the DPS Training Academy in Sitka, Alaska and the VPSO Training Academy contractor site in Bethel, Alaska. The state will not provide permanent workspace for the contractor.

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

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

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

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

## **1.06**

### **Human Trafficking**

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

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

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

## **1.07**

### **Assistance to Offerors with a Disability**

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

## **1.08**

### **Required Review**

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

## **1.09**

### **Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed 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.

## **1.10**

### **RFP Amendments**

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



## 1.11

### Alternate Proposals

Offerors may only submit one (1) proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## 1.12

### Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

## 1.13

### State Not Responsible for Preparation Costs

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

## 1.14

### Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

## **1.15**

### **Subcontractors**

Subcontractors will not be allowed.

## **1.16**

### **Joint Ventures**

Joint ventures will not be allowed.

## **1.17**

### **Offeror's Certification**

By signature on the proposal, offerors certify that they comply with:

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

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## **1.18**

### **Conflict of Interest**

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

## **1.19**

### **Right to Inspect Place of Business**

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

## **1.20**

### **Solicitation Advertising**

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

## **1.21**

### **News Releases**

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

## **1.22**

### **Assignment**

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

## **1.23**

### **Disputes**

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

## **1.24**

### **Severability**

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

## **1.24**

### **Federal Requirements**

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

# **SECTION TWO**

## **STANDARD PROPOSAL INFORMATION**

### **2.01**

#### **Authorized Signature**

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

### **2.02**

#### **Pre-Proposal Conference**

A Pre-proposal Conference will not be held for this RFP.

### **2.03**

#### **Site Inspection**

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

### **2.04**

#### **Amendments to Proposals**

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

### **2.05**

#### **Supplemental Terms and Conditions**

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

## **2.06**

### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

## **2.07**

### **Discussions with Offerors**

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

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

## **2.08**

### **Prior Experience**

In order for proposals to be considered responsive, offerors must provide documented professional experience that they meet the following required prior experience requirements. An offeror's failure to meet the required prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

#### **Required Prior Experience**

- Demonstration of an understanding of the purpose and organization of the State of Alaska rural law enforcement operating environment including the VPSO program.

- Experience working with American Native Organizations in the organizational development/design and the deployment/delivery of law enforcement training services in either the traditional classroom setting or computer-based delivery systems.

While the preferred prior experience listed below is not mandatory, offerors who can provide documented experience in both the required and preferred prior experience areas will very likely be more competitive for contract award than an offeror who cannot provide documented experience in the preferred prior experience area.

### **Preferred Prior Experience**

- Experience consulting with law enforcement agencies in functional areas that would demonstrate an understanding of the unique public safety challenges associated with law enforcement services in rural communities

## **2.09**

### **Evaluation of Proposals**

The procurement officer, or an evaluation committee made up of at least three (3) state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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

## **2.10**

### **Vendor Tax ID**

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

## **2.11**

### **F.O.B. Point**

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

## **2.12**

### **Alaska Business License and Other Required Licenses**

**AT THE TIME THE PROPOSALS ARE OPENED BY THE STATE OF ALASKA, ALL OFFERORS MUST HOLD A VALID ALASKA BUSINESS LICENSE AND ANY NECESSARY APPLICABLE PROFESSIONAL LICENSES REQUIRED BY ALASKA STATUTE.**

An Alaska Business License (ABL) may also be obtained on-line through the Department of Community and Economic Development's web site:

[http://www.commerce.state.ak.us/occ/apps/BLEC\\_Start.cfm](http://www.commerce.state.ak.us/occ/apps/BLEC_Start.cfm)

Payment can be made on-line for the ABL using a Visa or MasterCard for payment. The completed ABL can be printed from this web site after credit card payment is accepted.

Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

**Offerors must submit evidence of a valid Alaska business license with the proposal.**

An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive and disqualified for contract award. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct SIC code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

## **2.13**

### **Application of Preferences**

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

**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 36.30.170(c)**

**Alaskans with Disability Preference - AS 36.30.170 (e)**

**Employers of People with Disabilities Preference - AS 36.30.170 (f)**

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

## **2.14**

### **5 Percent Alaskan Bidder Preference (2 AAC 12.260 & AS 36.30.170)**

An Alaskan Bidder Preference of five (5) percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) 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;
- (d) 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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

#### **Alaskan Bidder Preference Affidavit**

In order to receive the Alaskan Bidder Preference, proposals must include a written notarized statement certifying by signature that the offeror is eligible to receive the Alaskan Bidder Preference.

## **2.15**

### **5 Percent Alaska Veteran Preference (AS 36.30.175)**

An Alaska Veteran Preference of five (5) percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

### **Alaska Veteran Preference Affidavit**

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

## **2.16**

### **Formula Used to Convert Cost to Points (AS 36.30.250 & 2 AAC 12.260)**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

### **EXAMPLE**

#### **Formula Used to Convert Cost to Points**

#### **[STEP 1]**

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

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

#### **[STEP 2]**

Convert cost to points using this formula.

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

The RFP allotted 70% (70 points) of the total of 100 points for cost.

**Offeror #1 receives 70 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, 70 points.

**Offeror #2 receives 65.5 points.**

$$\begin{array}{rccccccccc} \$40,000 & & \times & & 70 & = & & & 2,800,000 & \div & & & \$42,750 & = & & & 65.5 \\ \text{Lowest Cost} & & & & & & & & & & & & & & & & \text{Cost Points Adjusted By} \\ & & & & & & & & & & & & & & & & \text{the Application Of All Applicable} \\ & & & & & & & & & & & & & & & & \text{Preferences} \end{array}$$

**Offeror #3 receives 58.6 points.**

$$\begin{array}{rccccccccc} \$40,000 & & \times & & 70 & = & & & 2,800,000 & \div & & & \$47,500 & = & & & 58.9 \\ \text{Lowest Cost} & & & & & & & & & & & & & & & & \text{Cost Points Adjusted By} \\ & & & & & & & & & & & & & & & & \text{the Application Of All Applicable} \\ & & & & & & & & & & & & & & & & \text{Preferences} \end{array}$$

## 2.17

### Alaskan Offeror's Preference (AS 36.30.250 & 2 AAC 12.260)

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

#### EXAMPLE

##### Alaskan Offeror's Preference

#### [STEP 1]

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

**Total number of points available = 100 Points**

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

#### [STEP 2]

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

*Offeror #1 - 89 points*

Offeror #2 - 80 points

Offeror #3 - 88 points

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

Offeror #1 - **89 points**

Offeror #2 - **90 points**

Offeror #3 - **98 points**

**Offeror #3 is awarded the contract.**

## **2.18**

### **Contract Negotiations**

CONTRACT NEGOTIATIONS (2 AAC 12.135) After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Department of Public Safety conference room in the DPS HQ Building, 5700 East Tudor Road in Anchorage, Alaska or they may be held telephonically.

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

## **2.19 Failure to Negotiate**

If the selected offeror

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

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

## **2.20**

### **Notice of Intent to Award a Contract (NIAC) — Offeror Notification of Selection**

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

## 2.21

### Protest Procedures

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;

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

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."

## **SECTION THREE**

### **STANDARD CONTRACT INFORMATION**

#### **3.01**

##### **Contract Type**

This is a fixed cost hourly rate contract. Cost plus a percentage of cost contracts are prohibited by law.

#### **3.02**

##### **Contract Approval**

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

#### **3.03**

##### **Standard Contract Provisions**

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

#### **3.04**

##### **Proposal as a Part of the Contract**

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

#### **3.05**

##### **Additional Terms and Conditions**

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

#### **3.06**

##### **Insurance Requirements**

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

Offerors must review form APPENDIX B<sup>1</sup> (RFP Section 8), for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B<sup>1</sup> must be set out in the offeror's proposal.

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

### **3.07**

#### **Bid Bond - Performance Bond - Surety Deposit**

These provisions are not applicable to this contract.

### **3.08**

#### **Contract Funding**

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

### **3.09**

#### **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.

### **3.10**

#### **Contract Payment**

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

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

### **3.11**

#### **Informal Debriefing**

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

## **3.12**

### **Contract Personnel**

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

## **3.13**

### **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. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

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

## **3.14**

### **Termination for Default**

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

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

## **3.15**

### **Liquidated Damages**

Liquidated damages are not applicable to this contract.

## **3.16**

### **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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Public Safety or the Commissioner's designee.

## **3.17**

### **Contract Invalidation**

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

# **SECTION FOUR**

## **BACKGROUND INFORMATION**

### **4.01**

#### **Background Information**

Alaska is a unique state with issues relating to public safety that are not commonly found in the Lower 48 States. Alaska's geography, population distribution, and highway system are different from any other state. Alaska is the largest state in the union and its diverse communities are spread over vast distances. Alaska has a number of larger communities that are located on the state highway system and near the Alaska Railroad; however, once outside of these larger "Rail-Belt" communities, there are only small communities. They are often very long distances from Alaska's larger urban communities and served only by the Alaska State Troopers for local law enforcement services.

While Alaska is the largest State in area, it has one of the smallest populations with 710,231 Alaskan residents counted during the 2010 Census. That population is distributed throughout Alaska in an uneven manner. Anchorage, the largest city, has a population of 279,243; the next two largest cities are Fairbanks with 35,252 and Juneau with 30,988. The Mat-Su Borough includes the cities of Wasilla, Houston, and Palmer, has a population of 85,458 and encompasses 23,000 square miles. The population drops off dramatically again to the next largest city, Sitka with 8,889 residents. Alaska has many communities with a population under five hundred.

The connected highway system in Alaska is located primarily in the Interior and South Central areas of Alaska and connects only a small number of Alaskan communities. Law enforcement in most rural areas is the primary responsibility of the Alaska State Troopers. From rural outposts, the Troopers attempt to respond immediately to emergencies, felonies, and misdemeanor cases. Their efforts, however, are often hampered by delayed notification, long response distance, and the uncertainties of weather and transportation. The Village Public Safety Officer (VPSO) Program was authorized in the late 1970s as a means of providing rural Alaskan communities with needed public safety services at the local level. The program was created to reduce the loss of life due to fires, drowning, lost persons, and the lack of immediate emergency medical assistance in Alaska's rural communities.

In communities associated with the VPSO Program, citizens are provided immediate response to all emergencies without delays caused by weather, distance, or budgetary restraints. Although VPSOs are not expected to handle high risk or complex investigative situations, they are the "First Responders" to all volatile situations in their communities. Working as a team with the Alaska State Troopers, they can stabilize most volatile situations and protect crime scenes until the Troopers can arrive. VPSOs frequently conduct and complete misdemeanor and minor felony investigations with assistance provided by the Alaska State Troopers.

Funding for the VPSO Program is provided by the Alaska Legislature and managed by the Alaska State Troopers. The funds are awarded to participating Regional VPSO contracting agencies through grant requests. The primary purpose of regional contracting is to place the local administration of the program into the hands of the organization most locally aware of the specific needs of the areas to be served. Another advantage is they can manage a more reasonable number of contracts while retaining a certain amount of regional and local flexibility. Each contractor, with the concurrence of the Division of Alaska State Troopers, selects which communities will participate in the VPSO Program.

Once selected, the local community with the assistance of the Alaska State Troopers and the contracting agency is responsible for the hiring selection and the daily activities of the VPSO. The contractor arranges for all salary payments based on the submission of time sheets from the communities. Group insurance plans, retirement plans, and maintenance of full financial accountability of contracted funds are also the responsibility of the contractor.

A VPSO learns about law enforcement, first aid, fire-fighting and other public safety issues by attending a series of 12 weeks of training over an 18 month period at two VPSO Academy locations (Bethel and Sitka), which includes a two week fire-fighting course, and annual training in a regional area near the village. VPSOs do not carry firearms, although they are trained with non-lethal weapons, such as pepper spray, Tasers, and expandable batons. VPSOs are generally the first to respond to calls for help from community members; hence their motto: "First Responders - Last Frontier".

This distance learning contract will be in direct support of rural law enforcement agencies throughout Alaska focusing on the Village Public Safety Officer (VPSO) program that now is very closely aligned with the Alaska State Troopers (AST) and Alaska Wildlife Troopers (AWT) in the remote regions of Alaska (Southeast, Aleutians, Western, Northwestern and Interior). The VPSO program is unique in many respects because these officers are not fully licensed by the Alaska Police Standards Council (APSC) as police officers. They are however trained and armed for basic self-defense with Tasers and OC (pepper) spray. They are equipped and trained primarily through the Division of Alaska State Troopers, VPSO Program; however, they are not employed by DPS nor any other State law enforcement organization. The VPSOs are all employees of the nine (9) Native Non-Profit Regional Corporations encompassing all geographic regions of Alaska with the exception of the North Slope Borough. Operational oversight and mentoring of the VPSO workforce is also provided by selected Alaska State Troopers stationed in multiple rural locations in Alaska.

The Federal Law Enforcement Training Center (FLETC) provides tuition-free and low cost training to state, local, campus, tribal and territorial law enforcement agencies. Programs are conducted across the United States and are normally hosted by a local law enforcement agency. Training is also conducted at FLETC facilities located in Glynco, Georgia; Artesia, New Mexico; Charleston, South Carolina; and Cheltenham, Maryland. These specific programs appear to be more focused on the traditional in-residence classroom setting rather than internet-based distance learning systems.

However, FLETC does provide the services of the Rural Policing Institute (RPI), which offers in-residence training workshops tailored to the specific needs of rural departments. These workshops can be as short as one or two days and can provide valuable advanced training for rural law enforcement personnel. RPI does also have a distance learning capability that is operated by a Federal contractor (Critical Information Network of Carrollton, Texas) using the Law Enforcement Training Network (LETN) online platform. The AST VPSO Program reviewed this possible source extensively as a possible training program alternative but found that the RPI distance learning courses were more focused on traditional law enforcement services in local, county, campus, and tribal law enforcement agencies as well as to other emergency responders located in rural areas. The unique challenges of geography, climate, isolation and cultural differences inherent in Alaska rural law enforcement all were significant issues that were determined by the VPSO Program to be a significant difference in scope and focus that required a more tailored approach. A more focused distance learning program specific to the unique needs of rural Alaska law enforcement and specifically the VPSO Program was determined to be the best-value training technical solution.

The Parnell Administration's continued emphasis on expanding the capability of law enforcement and the overall criminal justice system has meant a systematic expansion of the VPSO workforce. The FY14 DPS proposed budget includes a funding request for 15 new VPSO positions which will increase their authorized positions to 131. This recent sustained expansion clearly illustrates that in-residence training costs will continue to increase with even more financial justification to pursue a tailored distance learning technical solution to help ensure adequate training is provided at economical cost.

In support of this contract, the Department of Public Safety will provide the documentation, information, and photos to support the contractor's training system development efforts. Most importantly, DPS will provide video footage of Alaska Law Enforcement Training (ALET) sessions at the Alaska Public Safety Training Academy in Sitka, Alaska as well as video footage of Village Public Safety Officer (VPSO) training sessions from Alaska VPSO Academies in Sitka and Betel, Alaska.

Both the Alaska State Troopers and Alaska Wildlife Troopers have a statewide operational presence and must contend with the often difficult logistics and time commitment to transport their employees to centralized law enforcement training sessions. The ability to provide online-based distance learning training will save significant funding and time by allowing these employees to access these modules at their duty station without traveling to central training locations.

This professional online training program, created specifically for the State of Alaska and customized for the unique needs of Alaska State Troopers, Alaska Wildlife Troopers and the VPSO workforce will greatly improve individual skills, increase knowledge and provide a better trained and more effective law enforcement professional in the field.

# SECTION FIVE

## SCOPE OF WORK

### 5.01

#### Scope of Work

The Divisions of Alaska State Troopers and Alaska Wildlife Troopers require a dedicated contractor for information technology services to design, validate, test and deploy a computerized distance learning system for rural law enforcement training. Contract deliverables will include project planning, program design/development, testing/validation, system administration services and system deployment.

This distance learning contract will be in direct support of rural law enforcement agencies throughout Alaska including the Village Public Safety Officer (VPSO) program that now is very closely aligned with the Alaska State Troopers (AST) and Alaska Wildlife Troopers (AWT) in the remote regions of Alaska (Southeast, Aleutians, Western, Northwestern and Interior). The VPSO program is unique in many respects because these officers are not fully licensed by the Alaska Police Standards Council (APSC) as police officers. They are however trained and armed for basic self-defense with Tasers and OC (pepper) spray. They are equipped and trained primarily through the Division of Alaska State Troopers, VPSO Program; however, they are not employed by DPS or any other State law enforcement organization. The VPSOs are all employees of the ten (10) Native Non-Profit Regional Corporations encompassing all geographic regions of Alaska with the exception of the North Slope Borough. Operational oversight and mentoring of the VPSO workforce is also provided by selected Alaska State Troopers stationed in multiple rural locations in Alaska.

The Parnell Administration's continued emphasis on expanding the capability of Alaskan law enforcement and the overall criminal justice system has meant a systematic expansion of the VPSO workforce since fiscal year 2009. The FY14 DPS proposed budget includes a funding request for 15 new VPSO positions which will increase their authorized positions to 131. This expansion clearly illustrates that in-residence training requiring costly travel and other difficult logistics concerns will drive training costs that are forecasted to continue to increase over time. This financial reality provides even more justification to pursue a focused distance learning technical solution to help ensure adequate initial and continuing training is provided at an economical cost for Alaska rural law enforcement personnel.

The Department of Public Safety intends to deploy fifteen (15) training sessions annually over the five (5) year span of this contract. The Department cannot guarantee a minimum or maximum number of purchases under this contract. After the first year of contract performance, the four (4) annual renewals of the contract are at the sole option of the State of Alaska. This contract is also to the approval of future appropriations by the Alaska Legislature.

Law Enforcement training areas of concentration include:

#### BASIC LAW ENFORCEMENT

- Criminal Code
- Crime Scene Investigation

- Controlled Substances
- Crime Prevention
- Hazardous Materials
- Physical Evidence Collection and Protection
- Search and Seizure
- Blood-borne Pathogens
- Interview and Interrogation
- Sexual Assault
- Probation and Parole
- Civil Process Service
- Vehicle Crash Investigation
- Traffic Enforcement
- Use of Force Continuum
- Patrol Techniques
- Preparing for Court
- Crowd Management
- Alcoholic Beverage Laws
- Motor Vehicle Laws

## SUPERVISION

- General Responsibilities of a Supervisor
- Report Review
- Discipline
- Coaching/Mentoring
- Interpersonal Communications
- Problem Solving
- Performance Appraisals and Evaluations
- Accountability and Discipline
- Personnel Management and Workplace Dynamics
- Conducting Tabletop Activities
- Operational Planning
- Critical Incident Management
- NIMS/Incident Command Systems
- Organizational Change
- Law Enforcement Liability

## MANAGEMENT AND LEADERSHIP

- Leadership Styles and Characteristics
- Team Building and Management
- Coaching and Mentoring
- Internal Affairs Investigations
- Continuity of Operations Planning
- Strategic Planning
- Effective Leadership
- Organizational Change

## SPECIALIZED TOPICS

- Alcohol Interdiction
- Human Trafficking
- Underage Drinking
- Disorderly Youth
- Gangs
- Graffiti
- Tribal Engagement Program

## ALASKA WILDLIFE TROOPERS SPECIFIC TOPICS:

- AWT History, mission and objectives
  - A. History
  - B. Mission
  - C. Statutory authority
  - D. Purpose of Alaska Wildlife Troopers
- AWT standard operating procedures
- AWT specific statutes and regulations
- Legal issues
  - A. Search and seizure
  - B. Rule 11 and plea agreements
- Electronic resources for AWT enforcement
- Types of field enforcement
  - A. Big game and hunting enforcement
  - B. Small game and waterfowl enforcement
  - C. Commercial fisheries enforcement
  - D. Sport fishing enforcement
  - E. Personal use fisheries enforcement
  - F. Subsistence fishing and hunting enforcement
  - G. Trapping enforcement
  - H. Daily patrol gear for AWT enforcement
  - I. Wilderness survival gear
- AWT investigations/ Wildlife Investigations Unit
  - A. Crime scenes
  - B. Evidence collection and disposition
  - C. Electronic evidence collection
  - D. Search and seizure / AWT warrants
  - E. Complaints and affidavits
- Boards and Commissions; How regulations are made for hunting and fishing in Alaska
  - A. Board of game
  - B. Board of Fish
  - C. Subsistence board
  - D. Commercial services board
  - E. Advisory committees
  - F. Commercial fisheries entry commission
  - G. Private associations (Sportsman's groups, Wildlife Safeguard)
- Making field contacts
  - A. AST vs. AWT

- B. Customer service and questions from the public
  - C. The dangers of “shooting from the hip” with regulations
  - D. Interview and interrogation in the field
- Biology of Alaska animals
  - A. Alaska Department of Fish and Game
- Mock trial for AWT court testimony
- Use of patrol equipment
  - A. Snow machines
  - B. Four-wheelers
  - C. Small boat operation
  - D. Large boat operation
  - E. Maintenance of patrol equipment
  - F. Use of GPS for patrol and investigation
  - G. Use of metal detector
  - H. Airplane safety and standard operating procedures around aircraft
- Effective methods for AWT participation in search and rescue operations
- Mock trial for AWT specific cases

### SCHOOL-BASED

- School Crime and Violence
- Bullying in Schools
- School Resource Officers
- Early Intervention Systems
- Crisis Response Planning
- Threat Assessment
- Campus Safety Teams and Assessments
- Active Shooter Response for Schools

### CRIME PREVENTION

- Crime Prevention Basics
- Crime Prevention Through Environmental Design
- Neighborhood Watch
- Target Hardening for Homes
- Utilizing Social Media in Crime Prevention

## **5.02**

### **Contract Deliverables**

Contract deliverables will include project planning, program design and development, program testing and validation, full deployment/warranty period and post-deployment system support services

#### Deliverable #1 – Distance LE Training - Project Plan including Schedule and Administration

- Contractor must deliver a comprehensive Project Plan including Schedule with Progress Milestones to the State NLT 30 days after Contract is issued.



- Contractor must identify the system warranty period as well as scope and cost of after-warranty technical support

#### Deliverable #2 – Distance LE Training - Program Design and Development

- Contractor must demonstrate the ability to provide a reliable design of the online distance learning system while understanding the limited broadband internet connectivity in rural Alaska. Program documentation will include a User's Manual for training new system users.
- Contractor must deliver a fully designed and developed prototype online distance learning system for State of Alaska approval to proceed to the testing and validation phase. Emphasis should be on standardizing the online format whenever possible as well as simplicity of use.

#### Deliverable #3 – Distance LE Training – Program Testing and Validation

- Contractor must demonstrate the ability to comprehensively test and validate performance of the designed online distance learning system for State of Alaska approval to proceed to the deployment phase.

#### Deliverable #4 – Distance LE Training – System Deployment Plan

- Contractor must demonstrate the ability to deploy the online distance learning system for State of Alaska final acceptance testing to “go-live” with the system.
- Contractor must identify the system warranty period as well as scope and cost of after-warranty technical support
- Contractor must be able to provide both online and portable products. Portable product will be in the form of thumb drive or similar media storage device designed to be used by persons with limited internet connectivity in rural Alaska.

## **5.03**

### **Confidentiality Requirements**

#### **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 (i) 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 (ii) 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.

# SECTION SIX

## PROPOSAL FORMAT AND CONTENT

### 6.01

#### Proposal Format and Content

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

Oral proposals are not acceptable. Proposals submitted by fax are not acceptable. All proposals must be submitted in two (2) copies with signatures.

Complete proposals including all signatures and attachments may also be provided in electronic format instead the two required original written copies in order to meet the RFP submission deadline.

Please coordinate at least two (2) business days before the deadline with the DPS Procurement Officer if you intend to submit an electronic proposal. Advance coordination will help ensure the proposal submission is successfully received by the Department before the deadline.

### 6.02

#### Introduction

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

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

### 6.03

#### Understanding of the Project

Offerors must provide a comprehensive narrative that illustrates their full understanding of the requirements of the contract, the contract schedule and the contract deliverables. This section of the proposal shall also identify the possible multiple risk factors that could potentially impede full contract success.

### 6.04

#### Methodology Used for the Contract

Offerors must provide a comprehensive narrative statement that sets out the process methodology they intend to employ and illustrate how the methodology will serve to fully accomplish the required work and meet the state's contract schedule and deliverables.

## **6.05**

### **Management Plan for the Project**

Offerors must provide a comprehensive narrative statement that clearly describes and documents the management plan they intend to follow as well as illustrate how the plan will serve to accomplish the work and meet the State's contract schedule and deliverables.

## **6.06**

### **Experience and Qualifications**

This section of the proposal must specifically discuss and document the offeror's prior experience as specified in RFP Section 2.08. Please note there is a required prior experience area as well as preferred prior experience area in this RFP Section.

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

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

- (a) title,
- (b) resume,
- (c) location(s) where work will be performed,
- (d) itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide at least three (3) Business References in the proposal for similar projects the offeror's firm has completed in the area of Distance Learning Systems. The business references shall include the business name, physical/ mailing address, reference point of contact, phone number and e-mail address. Each business reference shall also include a short one-page summary of the actual work accomplished that includes dates started/completed, client agency and contract dollar amount. Business references will be contacted by telephone and/or by e-mail to verify the offeror's capability and capacity to accomplish the required work.

## **6.07**

### **Cost Proposal**

Proposers should identify a single per hour contract rate for professional services that includes all direct and indirect costs. An offeror shall include background material in sufficient detail to accurately define these direct and indirect costs for consideration of the DPS proposal evaluation committee. For example, the several different deliverables of the contract could be broken down into the

estimated work hours required and the resulting direct and indirect costs to fully accomplish the deliverable.

All direct and indirect costs to provide all contract deliverables must be identified in the proposal and resulting professional services contract before contract performance will begin. Any costs not identified before contract award will be disallowed if invoiced to the State after contract performance begins.

## **6.08**

### **Evaluation Criteria**

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

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

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

# **SECTION SEVEN**

## **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED TO  
SCORE THIS RFP IS 100**

### **7.01**

#### **Understanding of the Project (20 Percent – 20 Points)**

Proposals will be evaluated against these questions:

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

### **7.02**

#### **Experience and Qualifications (30 Percent - 30 Points)**

Proposals will be evaluated against these questions:

##### **Contract 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?

##### **Company Experience**

- a) How well has the offering firm demonstrated experience in successfully completing similar projects on time and within budget?
- b) How successful is the general history of the offering firm regarding timely and successful completion of projects?
- c) Has the firm provided at least three (3) business references from previous clients in the required format?

## **7.03**

### **Contract Cost (40 Percent – 40 Points)**

Forty (40) percent of the total RFP evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

#### ***Converting Cost to Points***

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

## **7.04**

### **Alaskan Offeror's Preference (10 Percent – 10 Points)**

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

# SECTION EIGHT ATTACHMENTS

## 8.01

### Attachments

1. Standard Agreement Form/Appendix A
2. Indemnity and Insurance/Appendix B<sup>1</sup>