

STATE OF ALASKA RFP 08.16000039  
AMENDMENT NUMBER 1

RETURN THIS AMENDMENT IN YOUR PROPOSAL TO:



Department of Commerce,  
Community and Economic Development  
Attention: Gina Chalcroft  
State Office Building - Ninth Floor  
333 Willoughby Avenue  
P.O. Box 110803  
Juneau, AK 99811-0803

THIS IS NOT AN ORDER

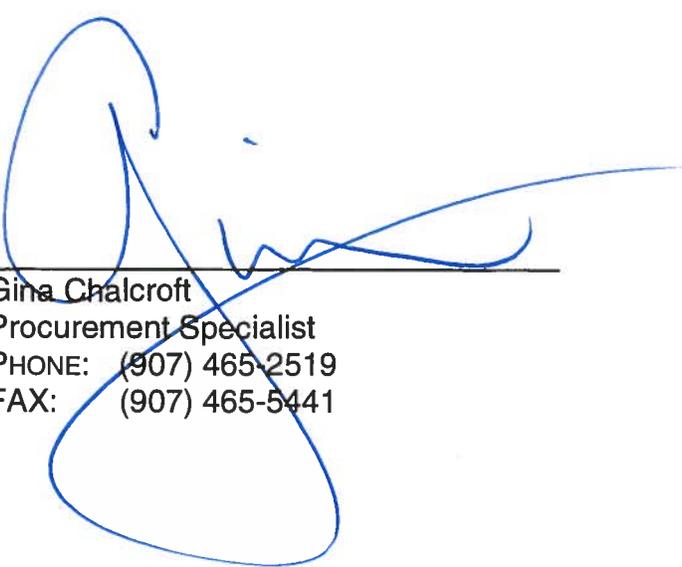
DATE AMENDMENT ISSUED: December 23, 2015

RFP TITLE: **Marijuana Inventory Control Tracking System (MICTS)**

**AMENDMENT 1**

**THERE IS NO CHANGE TO THE RFP PROPOSAL RECEIPT DEADLINE: Proposals must be time and date stamped by the issuing office no later than 2:00 PM., Alaska Standard Time on Wednesday, January 6, 2016.** 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.

**IMPORTANT NOTE TO BIDDERS:** In order for your proposal to be considered responsive, this amendment, in addition to your proposal and all other required documents, must be signed, dated, and included in your proposal. All other sections of the RFP remain the same.

  
\_\_\_\_\_  
Gina Chalcroft  
Procurement Specialist  
PHONE: (907) 465-2519  
FAX: (907) 465-5441

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**STATE OF ALASKA RFP 08.160000039  
AMENDMENT NUMBER 1**

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**The following questions have been asked and answered:**

- Q.** For the different level of licensees, growers, retailers, if they need equipment like bar code scanner or other equipment, is that something that they will need to purchase or do you want the proposal to include what each level of the system might look like?
- A.** Yes, we would like the proposal to accurately reflect what all levels of the proposed solution will look like. It is up to each offeror to demonstrate what is or is not included in their proposed solution.
- Q.** Can the state please elaborate on the reason for not allowing subcontractors?
- A.** I've considered your request and discussed it with department management and because the program and the staff are so new, management wants one vendor to take on the entire project. There are several companies that can provide all the services without subcontractors and the state is not allowing subcontractors for this project.
- Q.** Is having traceable and inventory software that is used in very critical applications that are easily configured to do marijuana traceability from seed to sale – is that acceptable?
- A.** If your solution is capable of doing it then you own a marijuana seed to sale tracking solution. We aren't necessarily looking for firms that have contracts with other states, but that have a product designed specifically to track marijuana.
- Q.** Can product demonstrations be shown in real time?
- A.** Yes.
- Q.** What level of engagement and resources will be dedicated from the state? Do the proposers need to provide that information to the state?
- A.** Yes proposers need to provide that information. System needs to be available to licensees and there needs to be a pretty heavy back end piece for our enforcement and licensing staff. This is laid out in Attachment 9 – Mandatory Technical Requirements. Staff will be available for testing. The state expects that vast majority of that work will be performed by the contractor.
- Q.** To what extent is the Department of Revenue (DOR) involved and are they going to be using the system to track taxes?
- A.** We don't believe that DOR is going to use our system to track taxes. Ideally we would like that to tie in at some point.
- Q.** Section six lists items in a particular order – are these the only items to be submitted?

**STATE OF ALASKA RFP 08.160000039  
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- A.** A-j are mostly forms, ie attachments 2, 3 and 4. In the introduction/understanding and experience proposers are required to submit more documentation.
- Q.** Are the 100 pages preferred for the body of the proposal a strict requirement?
- A.** 100 pages are preferred; however, there are no penalties for more than 100 pages.
- Q.** What is the criteria for advancing to filter two?
- A.** After proposers pass filter one there will only be 175 points left to assign at oral presentations/product demonstrations. There must be a mathematical possibility for proposers to be invited to oral presentations/product demonstrations.
- Q.** Regarding the timeframe relative to acceptance testing and quality assurance testing – does the state have any time frames for these two testing requirements?
- A.** Configuration and/or customization is due April 18, 2016; system testing is due May 9<sup>th</sup> and that gives two weeks for quality assurance and system testing by May 23<sup>rd</sup>.
- Q.** How many users does that state have?
- A.** The state doesn't know how many users we are going to have.
- Q.** Section 1.25 talks about federal requirements; however, what is required is very vague.
- A.** Federal requirements are up to proposers to know.
- Q.** What should proposers be aware of as far as projector, laptops, connections, etc.
- A.** We suggest that you bring everything you need to make your presentation. We should have all the proper connections. Our IT folks will be happy to assist.

I will be out of the office from Thursday December 24, 2015 through Monday December 28, 2015; returning to the office on Tuesday December 29, 2015.

On Thursday 12/24 and Monday 12/28, your contact will be Shawn Olsen – Shawn can be reached @ [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov). I will check in with Shawn on those days and answer any questions you might have.



## STATE OF ALASKA

Department of Commerce Community and Economic Development

### **Request for Proposal**

RFP 08 160000039 - 2

#### **TITLE:**

Marijuana Inventory Control Tracking System (MICTS) RFP.

#### **PURPOSE:**

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to Sale System or System).

Offerors should post inquiries or questions concerning this RFP to obtain clarification of requirements in Vendor Self-Serve (VSS). Please note there is a 200 character limit per post. Inquiries or questions are due by 4:30 PM, Alaska Time, December 22, 2015. Questions will be answered and posted in VSS and registered offerors will be notified of the posting. No phone calls please.

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Gina Chalcraft. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

**Date of Issue: December 23, 2015**

**Deadline for Receipt of Proposals: January 06, 2016 14:00:00**

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

PROCUREMENT OFFICER: Gina Chalcroft  
TELEPHONE NUMBER: (907)465-2519  
EMAIL: gina.chalcroft@alaska.gov

BID RECEIVING LOCATION:  
Juneau- ASD  
Gina Chalcroft  
333 Willoughby Avenue  
Juneau, AK 99801

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

Yes     No

Does your business qualify for the Alaska veteran preference?

Yes     No

**PROPOSAL SCHEDULE**

Event Date	Event Description
12/21/15	Pre-Proposal Conference
12/22/15	Questions Due
01/06/16	Solicitation Closing Date/Time
01/22/16	Evaluation Completed
02/05/16	Notice of Intent to Award
02/15/16	Protest Period Ends
02/03/16	Product Demonstration

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Commercial Off the Shelf System hosted Software as a Service			
<b>Start Date</b>	<b>End Date</b>	<b>Delivery Date</b>	<b>F.O.B. Point</b>	<b>Extended Line Total</b>
02/16/16	02/15/21			

**BILL TO:**

Juneau - ASD  
 Procurement Section / Finance Sect  
 333 Willoughby Avenue 9th Floor State Office Building  
 Juneau, AK 99801

**SHIP TO:**

Juneau - ASD  
 Procurement Section  
 333 Willoughby Avenue 9th Floor State Office Building  
 Juneau, AK 99801

**Extended Description:**

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to Sale System or System).

**EVALUATION CRITERIA**

<i>The following criteria will be used when determining the award of this solicitation</i>			
<b>Code</b>	<b>Criteria Description</b>	<b>Points</b>	<b>Vendor Response</b> <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
1	Cost	400	
12	Minimum Req		
16	Presentation	200	
2	Experience	100	
5	Understanding	200	
7	AK Offeror Pref	100	

<b>Terms and Conditions</b>		
<b>No.</b>	<b>Name</b>	<b>Section</b>
003	Provisions	

<b>Solicitation Assemble</b> 160000039	<b>Document Phase</b> Final	<b>Document Description</b> Marijuana Inventory Control Tracking System (MICTS) RFP.	<b>Page 5 of 5</b>
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003



## STATE OF ALASKA

Department of Commerce Community and Economic Development

### **Request for Proposal**

RFP 08 160000039 - 1

#### **TITLE:**

Marijuana Inventory Control Tracking System (MICTS) RFP.

#### **PURPOSE:**

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to Sale System or System).

Offerors should post inquiries or questions concerning this RFP to obtain clarification of requirements in Vendor Self-Serve (VSS). Please note there is a 200 character limit per post. Inquiries or questions are due by 4:30 PM, Alaska Time, December 22, 2015. Questions will be answered and posted in VSS and registered offerors will be notified of the posting. No phone calls please.

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Gina Chalcraft. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

**Date of Issue: December 07, 2015**

**Deadline for Receipt of Proposals: January 06, 2016 14:00:00**

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

PROCUREMENT OFFICER: Gina Chalcroft  
TELEPHONE NUMBER: (907)465-2519  
EMAIL: gina.chalcroft@alaska.gov

BID RECEIVING LOCATION:  
Juneau- ASD  
Gina Chalcroft  
333 Willoughby Avenue  
Juneau, AK 99801

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

Yes     No

Does your business qualify for the Alaska veteran preference?

Yes     No

**PROPOSAL SCHEDULE**

Event Date	Event Description
12/21/15	Pre-Proposal Conference
12/22/15	Questions Due
01/06/16	Solicitation Closing Date/Time
01/22/16	Evaluation Completed
02/05/16	Notice of Intent to Award
02/15/16	Protest Period Ends
02/03/16	Product Demonstration

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Commercial Off the Shelf System hosted Software as a Service			
<b>Start Date</b>	<b>End Date</b>	<b>Delivery Date</b>	<b>F.O.B. Point</b>	<b>Extended Line Total</b>
02/16/16	02/15/21			

**BILL TO:**

Juneau - ASD  
Procurement Section / Finance Sect  
333 Willoughby Avenue 9th Floor State Office Building  
Juneau, AK 99801

**SHIP TO:**

Juneau - ASD  
Procurement Section  
333 Willoughby Avenue 9th Floor State Office Building  
Juneau, AK 99801

**Extended Description:**

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to Sale System or System).

**EVALUATION CRITERIA**

<i>The following criteria will be used when determining the award of this solicitation</i>			
<b>Code</b>	<b>Criteria Description</b>	<b>Points</b>	<b>Vendor Response</b> <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
1	Cost	400	
12	Minimum Req		
16	Presentation	200	
2	Experience	100	
5	Understanding	200	
7	AK Offeror Pref	100	

<b>Terms and Conditions</b>		
<b>No.</b>	<b>Name</b>	<b>Section</b>
003	Provisions	

<b>Solicitation Assemble</b> 160000039	<b>Document Phase</b> Final	<b>Document Description</b> Marijuana Inventory Control Tracking System (MICTS) RFP.	<b>Page 5 of 5</b>
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003



STATE OF ALASKA  
Department of Commerce, Community and Economic Development  
Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Avenue, Suite 1770  
Anchorage, Alaska 99501

**Request For Proposals**  
**RFP Number: 08.160000039**  
**Date of Issue: December 7, 2015**

**RFP Title: Marijuana Inventory Control Tracking System (MICTS)**

Offerors Are Not Required To Return This Form.

**Important Notice:** You must register, via email, with the procurement officer listed in this document to receive notifications of postings in Vendor Self Service (VSS). Failure to contact the procurement officer may result in the rejection of your offer. This registration is in addition to registering for the Pre Proposal Conference.

Gina Chalcroft  
Procurement Manager  
[gina.chalcroft@alaska.gov](mailto:gina.chalcroft@alaska.gov)  
Division of Administrative Services  
Department of Commerce, Community, and Economic Development  
PO Box 110803  
9th floor; State Office Building; 333 Willoughby Avenue  
Juneau, Alaska 99811-0803

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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 one (1) original proposal and three (3) copies of the proposal to the procurement officer in a sealed envelope. The cost proposal must be included **ONLY** in the proposal marked "Original." The sealed proposal package must be addressed as follows:

**Department of Commerce, Community, and Economic Development  
Division of Administrative Services**

**Attention:** Gina Chalcroft

**Request for Proposal (RFP) Number: 08.160000039  
Marijuana Inventory Control Tracking System (MICTS)**

9<sup>th</sup> Floor, State Office Building  
333 Willoughby Avenue  
Juneau, AK 99801

Or

PO Box 110803  
Juneau, AK 99811-0803

Proposals must be received no later than **2:00 P.M., Alaska Time on Wednesday, January 6, 2016.** Faxed/Electronic or Oral proposals are not acceptable.

There are no roads in or out of Juneau. Offerors are hereby notified that overnight and second day express delivery services rarely occur. Offerors should plan on a minimum of three (3) days for delivery of their proposals.

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: Gina Chalcroft – PHONE: 907-465-2519; FAX: 907-465-5441 – TDD/Alaska Relay: 711

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

## 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 award, **approximately February 16, 2016 through February 15, 2019, with the State's option to renew for one additional two year period through February 15, 2021.**

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 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP: December 7, 2015
- Pre Proposal Conference: December 21, 2015
- Written Comments Due: December 22, 2015
- Deadline for Receipt of Proposals: January 6, 2016
- Proposal Evaluation Committee completes Filter 1 evaluation by: January 22, 2016
- Oral Presentations/Demonstrations: February 3, 4 and 5, 2016
- Proposal Evaluation Committee completes Filter 2 evaluation by: February 8, 2016
- State of Alaska issues Notice of Intent to Award a Contract: February 8, 2016
- State of Alaska issues contract: February 16, 2016

**If the RFP deadline is extended the Entire Schedule extends, at a minimum, the same number of days**

### **1.03 Purpose of the RFP**

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to-Sale System or System).

### **1.04 Budget**

DCCED estimates a Total budget of \$2,500,000.00 for this project. Proposals priced at more than \$2,500,000.00 will be considered non-responsive and will not be evaluated.

### **1.05 Location of Work**

The location(s) the work is to be performed, completed and managed at the Contractor's location, as well as work locations the Contractor determines necessary to complete the scope of work.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

The offeror should include in its price proposal: transportation, lodging, and per diem costs sufficient to make one trip to **Anchorage for information gathering and requirements verification within 30 days of a signed contract.**

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 days before the proposal opening. 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 days before the time set for opening.

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

Offerors should post inquiries or questions concerning this RFP to obtain clarification of requirements in Vendor Self-Serve (VSS). **Please note there is a 200 character limit per post.** Inquiries or questions are due by 4:30 PM, Alaska Time, December 22, 2015. Questions will be answered and posted in VSS and registered offerors will be notified of the posting. No phone calls please.

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Gina Chalcroft. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

## **1.10 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 after receiving the RFP from the State of Alaska Online Public Notice web site.

## **1.11 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.

## **1.12 Right of Rejection**

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

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

### **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. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

### **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 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;
- (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., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the DCCED reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **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 approval of the project director.

## **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.

## **1.25 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 90-days from the opening date.

### **2.02 Pre-proposal Conference**

A pre-proposal conference will be held on December 21, 2015 from 10:00 a.m. to 12:00 p.m. Alaska Time, simultaneously in the 17th floor conference room at the Atwood Building (550 W. 7th Avenue, Suite 1700 Anchorage) and in Conference Room C on the 9th floor of the State Office Building (333 Willoughby Avenue) in Juneau. Offeror's can also access the conference by teleconference by making arrangements with the procurement officer prior to the conference. The purpose of the conference is to discuss the work to be performed with the prospective Offeror's and allow them to ask questions concerning the RFP. **Attendance at the pre-proposal conference is not mandatory, but all interested Offeror's are STRONGLY encouraged to attend and actively participate in order to facilitate the proposers understanding of the RFP Requirements. Points will be awarded to those offerors that attend.**

Offeror's with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

To attend the pre-proposal conference either in person or via teleconference Offeror's must register with the procurement manager identified in Section 1.01. This registration is in addition to registering for the 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 (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.

## **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 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.

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 Minimum Experience and Requirements**

In order to be considered responsive, offerors must:

1. have a minimum of three (3) years' experience in the design, development and deployment of inventory management solutions.
2. have provided Software-as-a-Service (SaaS) hosted applications within the last five years.
3. currently own a Marijuana Seed to Sale Tracking Software Solution.
4. provide a COTS solution that has the ability to be in full production within 120 calendar days of contract approval by the State of Alaska.
5. the proposed solution must meet 100% of the mandatory requirements listed in Attachment 9.

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

## **2.09 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 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 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

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 and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and 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.

## 2.13 Application of Preferences

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

**Alaska Products Preference - AS 36.30.332**

**Recycled Products Preference - AS 36.30.337**

**Local Agriculture and Fisheries Products Preference - AS 36.15.050**

**Employment Program Preference - AS 36.30.321(b)**

**Alaskans with Disabilities Preference - AS 36.30.321(d)**

**Alaska Veteran's Preference - AS 36.30.321(f)**

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

## **2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260**

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

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

### **Alaska Bidder Preference Affidavit**

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

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## **2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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, the proposal 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(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% 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 40% (40 points) of the total of 100 points for cost.

#### Offeror #1 receives 40 points.

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

#### Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \text{ x } 40 = 1,600,000 \div \$42,750 = 37.4 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array} \quad \begin{array}{l} \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} \quad \begin{array}{l} \text{Points} \end{array}$$

#### Offeror #3 receives 33.7 points.

$$\begin{array}{r} \$40,000 \text{ x } 40 = 1,600,000 \div \$47,500 = 33.7 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array} \quad \begin{array}{l} \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} \quad \begin{array}{l} \text{Points} \end{array}$$

## 2.17 Alaska Offeror Preference

## AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### EXAMPLE

#### Alaska Offeror Preference

#### [STEP 1]

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

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

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

#### [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 Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. 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 Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** 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 Anchorage, Alaska.

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 (NIA) — Offeror Notification of Selection**

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

## **2.21 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:

- 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 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

Any contract resulting from this RFP will be a firm fixed price contract.

### 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 DCCED, 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 (Appendix A/Attachment 8). 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 addressed in writing by December 22, 2015 to the Procurement Manager only. Requests to materially alter Appendix A after the due date of proposals will not be entertained.**

### 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 provide proof of workers' compensation insurance prior to contract approval.

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

Offerors must review form APPENDIX B2 (Attachment 9), attached, for details on required coverage. **No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be addressed in writing by December 22, 2015 to the Procurement Manager only. Requests to materially alter Appendix B2 after the due date of proposals will not be entertained.**

### 3.07 Contract Funding

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

### **3.08 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.

### **3.09 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of DCCED 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.

### **3.10 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.

### **3.11 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. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

### **3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project 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 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.

### **3.13 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.

### **3.14 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 DCCED or the Commissioner's designee.

### **3.15 Contract Invalidation**

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

### **3.16 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.

# **SECTION FOUR BACKGROUND INFORMATION**

## **4.01 Background Information**

Background information concerning this project is as follows:

The commercial sale of Marijuana became legal in Alaska with the passing of AS 17.38 (Ballot Measure 2). Regulations regarding the commercial sale of marijuana are set forth in 3 AAC, Chapter 306. All commercial marijuana or marijuana products grown, produced, or sold in the state in licensed marijuana establishments must be tracked in order for licensees to comply with 3 AAC 306.

DCCED has been tasked with implementing the regulations it promulgates governing the cultivation, production and sale of marijuana and marijuana products in the State of Alaska. While AS 17.38 makes the licensed cultivation, production and sale of marijuana and marijuana products legal under state law, these activities remain illegal in many other states and under federal law. Additionally, unlicensed commercial cultivation, production and sale of marijuana and marijuana products remain illegal within Alaska. The conflicted legal status of marijuana and marijuana products creates unique regulatory challenges. DCCED needs a seed-to-sale inventory tracking system to prevent diversion of marijuana, allow for efficient tax and inventory audits, and to facilitate enforcement of the regulations. The seed-to-sale system should allow DCCED to enact a robust regulatory framework around legal commercialized marijuana establishments while ensuring that federal enforcement priorities are met.

# SECTION FIVE

## SCOPE OF WORK

### 5.01 Scope of Work

The Department of Commerce, Community and Economic Development (DCCED), Division of Alcoholic Beverage Control (ABC) is seeking proposals to provide a Commercial Off the Shelf System (COTS) hosted Software as a Service (SaaS) application that supports the identification and tracking of commercial marijuana in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention (Seed-to-Sale System or System). The scope of the project includes:

- Access to the MICTS package
- Customization and configuration, and software documentation
- Installation of client software
- Ability to interface with licensing systems
- Training agency system users and administrators
- Provide specification of requirements and access for licensee users
- Ongoing software support
- Enhancements
- Maintenance
- Project management in coordination with the state to ensure all aspects of the work is integrated with ongoing state systems and program needs.

The successful Offeror shall deliver an inventory tracking system that meets the Requirements of this RFP, including Attachment A-9, Mandatory Technical Requirements, along with all services necessary for configuration, implementation, training, and knowledge transfer related to the System, as well as ongoing operations and support. The System provided by the successful Proposer must be fully operational on or before May 23, 2016, meaning all System Implementation steps have been met, and the system is in place and functioning across all user groups.

The approach for System Implementation includes the following steps:

- Step 1. Project Planning
- Step 2. Business Needs Analysis
- Step 3. Software Configuration and/or Customization
- Step 4. System Testing
- Step 5. System Implementation
- Step 6. Ongoing support and maintenance

### 5.02 Deliverables

#### **Step 1. Project Planning**

- a. **Project Implementation Plan and Status Reports.** The successful Proposer shall develop and deliver a Project Implementation Plan and Schedule, Deliverable 1, to cover the period from contract execution through Final Acceptance of the System. DCCED expects the successful Proposer will deliver status reports and update this Deliverable on a weekly basis after contract award. Deliverable 1 and its execution must comply with standard acceptable project management protocols.

#### **Step 2. Business Needs Analysis**

The Business Needs Analysis must identify DCCED's activities and Proposer's Services necessary to implement each requirement and component of the System and provide DCCED with a detailed understanding of how the System will be configured and integrated to meet System and Services Requirements included in this RFP. The Business Needs Analysis must identify implementation and enhancement options and identify the proper sequencing of activities. The Business Needs Analysis will provide the basis for DCCED's decision-making regarding each Requirement, and the subsequent implementation activities.

**a. Technical Systems Requirements**

The successful Proposer shall gather and document detailed technical Systems Requirements for the System, and deliver a Requirements Validation Report (Deliverable 2).

**This Deliverable must address:**

- Technical Design documents
- Functional Design documents
- Installation and Configuration
- Security requirements and approach for applications, data, and user access
- Performance capacity – includes number of users, concurrent users, number of transactions to be handled, etc

**b. Hosting and Maintenance**

Beginning with production use of the System prototype, the successful Proposer shall provide the agreed upon hosting and support Services in accordance with a Service Level Agreement that DCCED has agreed to and that must be included in their proposal. DCCED assumes that this support will overlap any phased implementation of any additional System functionality or Services.

**Step 3. Software Configuration and/or Customization**

The successful Proposer shall develop and manage all configuration/customization and installation activities against a detailed specification and design plan (Business Needs Analysis) that identifies exactly how the proposed System accommodates DCCEDs requirements, and the Services required to implement each requirement. The specifications will address all the data, functional, interface, and technical requirements included in this RFP at a detailed level.

**Step 4. System Testing**

**a. Testing Development**

DCCED defines system testing as the work required to configure the System to meet Contractual Requirements for purposes of potential Pilot Testing. Proposer shall complete system testing activities in accordance with the current Accepted Deliverable 1 and the current DCCED-accepted Business Needs Analysis documentation. The system testing will be done on a subject-area by subject-area basis, and Contractor will update the Project Implementation Plan and Business Needs Analysis documentation. Proposer must deliver a complete, updated Business Needs Analysis and an Application Design Document at the conclusion of Step 4 as Deliverable 3, System Testing Report. The Application Design Document must detail the System specifications implemented in the system testing as those components which have been successfully tested by DCCED.

## **b. Continuity Testing**

Proposer shall maintain, periodically test and make available upon request a comprehensive Business Continuity plan and test results to ensure operational availability.

### **Step 5. System Implementation**

Proposer shall complete System Implementation activities in accordance with the current Accepted Project Implementation Plan and Schedule, and Accepted Deliverables from Steps 2-4. Implementation work may require Contractor to update the Project Implementation Plan and Schedule and Steps 2-4 Deliverables. At the conclusion of Step 5, Proposer shall deliver all remaining components outlined in the System Testing Report (Deliverable 3) and any updates to system components delivered after system testing. The System will be submitted for Final Acceptance testing at the conclusion of this step.

#### **System Implementation Step will include:**

- System installation and production readiness testing
- User Acceptance testing
- Quality Assurance testing
- Training (end user and 'train the trainer')
- Go-Live Implementation
- System Stabilization
- Final Implementation documents

### **Step 6. Ongoing delivery of Services**

The successful Proposer shall perform Maintenance and Operations services for the System. Maintenance and Operations includes:

- a. Application management, Help Desk support, Systems enhancements, Systems maintenance, adaptive and preventive maintenance, performance maintenance, and Documentation updates;
- b. System performance and Service Level Agreement monitoring, measuring, and reporting.
- c. Business Continuity and Disaster Recovery - The successful Proposer shall ensure the System is protected against natural disasters, hardware and software failures, human error, and other contingencies that could interrupt services. The successful Proposer shall maintain a Business Continuity Plan (BCP) that includes a Disaster Recovery (DR) Plan that is acceptable to DCCED. The successful Proposer shall maintain the plan throughout the life of the Contract. The BCP will describe a load balanced active replica BCP, and will address recovery of business functions, business units, business processes, human resources, and the technology infrastructure sufficient to demonstrate that the System is protected against natural disasters, hardware and software failures, human error, and other events that could interrupt services.

**NOTE: Proposer is required to submit a proposed Work Breakdown Structure, which must align with its proposed SOW.**

**Proposer must include in their proposal any License Agreements necessary for its system and any Service Level Agreement documents.**

## **Deliverable Overview**

Deliverable 1: Project Implementation Plan and Schedule

Deliverable 2: Requirements Validation Report

Deliverable 3: System Testing Report (consisting of Business Needs Analysis and Application Design Document)

# 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.

- (a) The proposals should be presented in the order set forth herein and include all of the information requested. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.
- (b) In order to facilitate review of these proposals on an equitable basis, no more than 100 pages (11 point type and 8.5" x 11" page size) is preferred for the body of the proposal. In order to provide potential providers the opportunity to include additional information, the number of pages that may be included in the Appendices and links to websites are not limited, however they will not be evaluated or allocated points.

Portfolios are limited to 15-pages (one sided) of graphic work samples corresponding to the activities described in the Scope of Work.

- (c) The proposal should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted only in binders (3-hole punched) or stapled to facilitate duplication (if necessary).
- (d) Original Copy. One of the four (4) required number of copies of the proposal should be marked "original" and contain the Cost Schedule and the original signed proposer information and assurance form – Attachment 2.
- (e) Page Numbers. Consecutively number all pages in the written proposal.

**In particular, the following portions of this RFP must be returned with your response, filled in when applicable and in this order:**

- (a) Proposer Information and Assurance. Proposals must be signed by a company officer empowered to bind the company on the Proposer Information and Assurance Form and the Alaska Bidder Preference Affidavit, if applicable. Failure to include notarized signatures on these forms in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. The signed proposer information and assurance form should be placed at the front of the proposal, in the Introduction section. Include the original copy in the proposal marked "original". Attachment 2.
- (b) Proposals must include the complete name and address of the firm and the name, mailing address, and telephone number of the person Commerce should contact regarding the proposal.
- (c) Proposals must confirm that the firm will comply with all of the provisions in this RFP.
- (d) Any amendments to the RFP that require return and signature.
- (e) Attachment 3 – Certificate of Independent Price Determination.
- (f) Attachment 4 – RFP Cost Schedule – in Original Proposal ONLY.

- (g) Alaska Bidder Preference Affidavit. To receive the Alaskan Bidder Preference, proposals must include an affidavit (Attachment 5) certifying that the proposer is eligible to receive the Alaskan Bidder Preference. Submission of applicable preference documentation is the offeror's responsibility.
- (h) Proof of Alaska Business License & Other Required Licenses.
- (i) Mandatory Technical Requirements - Provide a detailed discussion, including examples and/or documentation, of how the offeror meets each Mandatory Technical Requirement. Attachment 9
- (j) Conflict of Interest and Restrictions: Provide a statement that no conflicts of interest exist or state that there were potential conflicts and they were declared in writing to the Department. If the contractor provided prior conflict of interest statements and the Department found no conflict existed, and/or the conflict was not significant and/or the conflict could be mitigated please include a copy of the Department's response.

## 6.02 Introduction

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

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

## 6.03 Understanding of the Project/Ability to meet the Mandatory Technical Requirements

Offerors must complete Attachment 9 (Mandatory Technical Requirements Table) and provide a comprehensive narrative that illustrates how their solution meets the regulatory requirements of the State of Alaska and the timeline needed to implement their proposed solution.

In addition to completing Attachment 9 (Mandatory Technical Requirements Table), offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of work and desired outcomes. Offerors must identify pertinent issues and potential problems related to the contract and how the offeror will address each.

Offerors must provide a brief narrative statement that describes the management plan they intend to execute for this project. Offerors must introduce the project team, provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority and designate the Project Manager responsible and accountable for the project and work order process. Please do not include the State of Alaska on your organizational chart.

## 6.04 Experience and Qualifications

### Firm Experience

Offerors must provide:

- A summary of their firm, its work history and number of years providing inventory management solutions;
- A summary of providing SaaS hosted applications within the last five years;
- A summary of the firm's Marijuana Seed to Sale Tracking Software Solution;
- A summary of providing COTS solutions, including detailed timelines from signing of contract through full implementation.

**Include in your summaries:**

- A description of the project scope, budget, key tasks with timelines, and outcomes.
- A project portfolio, which is limited to 15 pages.
- The name of the project manager.
- The names of key staff who worked on the project, and their title and role.
- Client's contact information including name, address, and phone number.

**Personnel Experience**

Provide the following for the key staff designated for this RFP project:

- Role for this project;
- Brief resumes that include relevant experience, education, current certifications and professional memberships – no more than one page per individual.

**6.05 Oral Presentations/Product Demonstration**

Offerors that pass Filter One will be required to present their proposed solution to the Procurement Evaluation Committee (PEC). The purpose of this presentation is to give the PEC the opportunity to evaluate the organization and ability to meet the Scope of Work. The Offeror will have an opportunity to respond to the questions asked by the Procurement Officer.

The elements of oral presentations include:

1. Eligible Offerors will be invited to present and demonstrate their proposed solution to the PEC and explain how their solution meets the Scope of Work and the Mandatory Technical Requirements laid out in Attachment 9.
2. In-person Oral Presentations will take place in Anchorage, Alaska;
3. Each offeror will have one hour to present their solution.
4. The procurement officer will ask questions regarding the presentation to each offeror presenting. Such questions will be limited to fifteen (15) minutes at the end of the offeror's final presentation;
5. Oral presentations are a scripted process. Offerors may present, but not ask for feedback during or following the presentation.

**6.06 Cost Proposal**

Cost proposals must include all direct and indirect costs associated with the performance of the contract, including employee fringe benefits, payroll, profit, markups, direct expenses, travel costs, supplies, overhead and administrative costs.

**6.07 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Filter One: proposals will then be evaluated using Criteria from: Sections 7.01; 7.02; 7.04 and 7.05. Proposals that pass Filter One will move to Filter Two: Oral Presentations/Product Demonstration, Section 7.03.

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 PROPOSAL IS 1000  
Marijuana Inventory Control Tracking System (MICTS)

### 7.01 Understanding of the Project/ Ability to meet the Mandatory Technical Requirements (225 Points)

Proposals will be evaluated against the questions set out below:

- [a] Did the offeror attend the Pre-Proposal Conference (10 points)
- [b] How well has the offeror demonstrated a thorough understanding of Alaska's unique marijuana regulatory environment and how the MICTS dovetails with regulations? (25 points)
- [c] How well has the offeror identified pertinent issues and potential problems related to the project? (20 points)
- [d] How well has the offeror defined accountability and is the organization of the project team clear? (20 points)
- [e] Can the offeror's proposed solution meet the Mandatory Technical Requirements outlined in Attachment 9 out of the box? (100 points)
- [f] Can the offeror's proposed solution meet the Desired Requirements outlined in Attachment 9? (25 points)
- [g] If the proposed solution requires physical items that need to be shipped to licensees, has the offeror included an adequate contingency plan to deal with shipping delays? (25 points)

### 7.02 Experience and Qualifications (100 Points)

Proposals will be evaluated against the questions set out below:

- [a] Does the Project Manager have a minimum of three (3) years of experience in the design, development, and deployment of inventory management solutions? (20 points)
- [b] Does the offeror have experience providing inventory management solutions to at least one (1) state agency? (20 points)
- [c] Has the proposed project manager led projects that were executed on time, under budget and demonstrably met with the client's satisfaction? (20 points)
- [d] Do key personnel offer specific expertise requested in the Scope of Work? (20 points)
- [e] Do the individuals assigned to the project have experience on similar projects? (20 points)

### 7.03 Oral Presentations/ Product Demonstration (175 Points)

Oral Presentations will be evaluated against the questions set out below:

- [a] Did the Offeror's presentation demonstrate an understanding of the State of Alaska's unique regulatory environment for commercial marijuana establishments? (25 Points)

- [b] Did the Offeror's presentation include a recommendation and cost versus benefit analysis? (25 Points)
- [c] Were the Offeror's presentations well thought out and inclusive of the Mandatory Technical Requirements and other stipulations listed in the scope of work? (100 Points)
- [d] Was the offerors demonstrated product user friendly, easily learned, and not unnecessarily complex? (25 points)

#### **7.04 Contract Cost (400 Points)**

400 total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 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.

#### **7.05 Alaska Offeror Preference (100 Points)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference is 100 of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

# SECTION EIGHT ATTACHMENTS

## 8.01 Attachments

1. RFP Acknowledgement Form – Due to Procurement Officer by: December 22, 2015
2. Proposer Information and Assurance Form – In Proposal
3. Certificate of Independent Price Determination – In Proposal
4. Cost Schedule – In “Original” Proposal Only
5. Alaska Bidder Preference Affidavit – In Proposal if applicable
6. Appendix A – General Provisions - Informational
7. Appendix B2 – Insurance and Indemnity - Informational
8. Checklist – Informational
9. Mandatory Technical Requirements – In Proposal

**Attachment 1**  
**RFP RECEIPT ACKNOWLEDGMENT FORM**  
(Return to **Procurement Officer** by December 22, 2015)  
**Marijuana Inventory Control Tracking System (MICTS)**

**RFP # 08.160000039**

ISSUED: December 7, 2015

**I have received the above specified RFP and**

.... **DO** INTEND TO RESPOND WITH A PROPOSAL

.... **DO NOT** INTEND TO RESPOND WITH A PROPOSAL

AGENCY / ORGANIZATION / INDIVIDUAL

**Agency**

**Organization**

**Individual**

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**Address**

**Phone Number**

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**Please Sign on the Above Line**

**Date**





## Attachment 4 RFP COST SCHEDULE

Proposers must provide pricing as outlined below or their proposal will be rejected as non-responsive.

Fees proposed by the successful Offeror must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, employee fringe benefits, payroll, profit, markups, direct expenses, necessary travel costs, supplies, shipping and delivery costs overhead and administrative costs and any and all other expenses associated with the performance of this contract. Whatever rates are proposed must be used consistently throughout the proposal.

Proposal price will be evaluated based on the schedule of values below.

Item Description by Project Task/Deliverable	Price
Step 1. Project Planning <span style="float: right;"><b>Due: March 7, 2016</b></span>	\$
Step 2. Business Needs Analysis <span style="float: right;"><b>Due: March 25, 2016</b></span>	\$
Step 3. Software Configuration and/or Customization <span style="float: right;"><b>Due: April 18, 2016</b></span>	\$
Step 4. System Testing <span style="float: right;"><b>Due: May 9, 2016</b></span>	\$
Step 5. System Implementation <span style="float: right;"><b>Due: May 23, 2016</b></span>	\$
<b>CAN NOT BE GREATER THAN \$1,000,000.00 SUB TOTAL</b>	\$
Step 6. Ongoing delivery of Services FY17-7/1/16-6/30/17 <b>Can not be greater than \$400K</b>	\$
Step 7. Ongoing delivery of Services FY18 - 7/1/17-6/30/18	\$
Step 8. Ongoing delivery of Services FY19 - 7/1/18-6/30/19	\$
Step 9. Ongoing delivery of Services FY20 - 7/1/19-6/30/20	\$
Step 10. Ongoing delivery of Services FY21 - 7/1/20-2/15/21	\$
<b>Price for Evaluation is the sum of lines 1-10 Grand Total</b>	\$

**Please price the following anticipated future needs. Pricing for these needs is informational and will not be evaluated. Provide pricing either as a total cost or hourly rate.**

	Hourly	Total
System Integration/Interfacing with State of Alaska Licensing Database		
Addition or modification of license types and/or endorsements		
Creation of Mobile Applications		

### SPECIAL NOTE:

Offeror's cost and pricing information is limited to this cost schedule. Pricing information on any other page(s) of the offeror's proposal will be removed prior to evaluation. To ensure that your proposal is fully considered in the evaluation phase, costs, pricing or budget amounts for this RFP should be included on Attachment 4 only and only in your proposal marked "original".

## Attachment 5

STATE OF ALASKA  
Department Of Commerce, Community, And Economic Development  
Certificate Of Qualification For Alaska Bidder Preference  
**AS 36.30.170(b)**

**Complete Only One of the  
Following:**

RFP #08.160000039

Invitation to Bid #

Business Name:

Business Address:

I certify under penalty of perjury that the above business qualifies for the Alaska Bidder Preference under the following conditions:

1. Holds a current valid Alaska Business License (a copy must be attached);
2. Submits a bid for goods, services, or construction under the name as appearing on the persons current Alaska Business License;
3. Has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
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 or is a partnership, and all partners are residents of the state; and
5. If a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Federal Employer Identification Number (EIN) **OR**  
Social Security Number (SSN)

Alaska Business License Number **and**  
Expiration Date

Authorized Signature(s)

Printed Name(s)

**This Certificate must be included in your bid or proposal to be considered for the preference.**

# Attachment 6 - APPENDIX A

## GENERAL PROVISIONS

### Article 1: Definitions

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

### Article 2: Inspections and Reports

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### Article 3: Disputes

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

### Article 4: Equal Employment Opportunity

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

### Article 5: Termination

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

**Article 6: No Assignment or Delegation**

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

**Article 7: No Additional Work or Material**

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

**Article 8: Independent Contractor**

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

**Article 9: Payment of Taxes**

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

**Article 10: Ownership of Documents**

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

**Article 11: Governing Law; Forum Selection**

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

**Article 12: Conflicting Provisions**

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

**Article 13: Officials Not to Benefit**

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

**Article 14: Covenant Against Contingent Fees**

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

**Article 15: Compliance**

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

**Article 16: Force Majeure**

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

**Attachment 7**  
**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

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

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

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

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

**2.4 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:

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

**Attachment 8**  
**PROPOSAL RESPONSIVENESS CHECKLIST**  
**Marijuana Inventory Control Tracking System (MICTS)**  
**RFP #08.16000039**

The following information must be included in each proposal. Proposers who do not respond to each item as specified below will be considered "non-responsive" and the proposal will not be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

(Proposers are encouraged to use this checklist in preparation of proposals).

Description	Checklist
Proposal received by 2:00PM, Wednesday, January 6, 2016 in the Procurement Office on the Ninth Floor, 333 Willoughby Avenue, Juneau, Alaska 99801. (see Section 1.01)	
Proposal <b>includes One original and 3 Copies (4 total copies)</b>	
Any amendments to the RFP	
Attachment 3 – Proposer Information and Assurance Form	
Attachment 4 – Certificate of Independent Price Determination	
Attachment 5 – RFP Cost Schedule	
Attachment 6 – Alaska Bidder Preference Affidavit	
Proof of Alaska Business License & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Understanding of the Project/Ability to meet the Mandatory Technical Requirements	
Experience and Qualifications/Firm/Project	
Mandatory Technical Requirements	

## Attachment 9 – Mandatory Technical Requirements

### **MANDATORY TECHNICAL REQUIREMENTS**

Proposers are required to complete the table below for their Proposed Seed to Sale Inventory Tracking System by marking in the appropriate column to indicate whether their proposal meets the mandatory requirements out of the box, requires configuration or must be customized. Proposer will provide an explanation for any solution that requires configuration or customization. Proposers may enter explanations for any line item they feel the need to elaborate on. Proposer must complete each line item listed below.

Prior to contact award, the PEC may request access to the Proposed System to verify Proposer's response to the Technical requirements as stated in this RFP.

To be considered responsive, the proposed solution must meet 100% of the mandatory requirements. Points will be awarded to those offerors who can meet desired qualifications.

**Mandatory requirements** are needed to align policy making with business decisions, and mitigate risks identified in USDOJ Cole Memo. *These requirements are mission-critical to designing a robust, effective regulatory traceability system for marijuana by May 23, 2016.*

**Mandatory requirements are marked with an "M" in the Requirement column.**

**Desirable requirements** further mitigate risks and create a better user experience for licensees. These requirements are not mission-critical to the traceability and tracking system, but they enhance such tasks.

**Desirable requirements are marked with a "D" in the Requirement column.**

#### Acronym Key:

Out of the Box (OOB):	The Proposed System completely meets the requirement without customization or configuration.
Configuration (CFG):	The Proposed System must be configured to meet the requirement but changes to software code are not required. <i>(Proposer must provide explanation).</i>
Custom Solution (CSL):	The requirement can be met by implementing a custom solution. <i>(Proposer must provide explanation).</i>

<b>Seed to Sale Inventory Tracking System Requirement</b>		<b>Requirement</b>	<b>OB</b>	<b>CG</b>	<b>CS</b>	<b>Explanation</b>
<b>A. Central Inventory Management System:</b>	1. Proposed System provides a central data management system capable of storing inventory, point of sale, and data for all Marijuana Establishment Licensees in Alaska.	<b>M</b>				
	2. Must assign a globally unique, non-repeating identification number for every plant and inventory item recorded in the system e.g. RFID tracking, barcode, etc.	<b>M</b>				
	3. Assign the identifier to prevent accidental or intentional duplication of identifiers by licensees, thereby preserving the integrity of product traceability.	<b>M</b>				
	4. Must track in US customary and metric units; allow for input using either system; automatic conversion between both systems.	<b>M</b>				
<b>B. Web Application Interface for Marijuana Establishment Licensee Users:</b>	Proposed System provides a secure web-based user interface for data entry, display, and reporting by Marijuana Establishment Licensees.	<b>M</b>				
<b>C. Application Interface for AK MCB System Users:</b>	Proposed System provides a secure user interface for DCCED employees for user administration, and system administration, and display of License inventory information.	<b>M</b>				
<b>D. Connection Interface:</b> Proposed System:	1. Provides secure connections for data submittal from Licensee systems of all Marijuana plant, Marijuana product inventory, retail sale transaction data, and tax reports.	<b>M</b>				
	2. If proposed system includes web services, uses XML based open standards.	<b>M</b>				
	3. Provide secure web service API for integration of 3rd party information systems.	<b>M</b>				
	4. Provides validation and response feedback for validation checks on Licensee data submitted via secure data connection.	<b>M</b>				
	5. Includes a certification and testing program to ensure that Licensees can demonstrate the capability to correctly use the secure data connection interface before they are authorized to submit data to the System.	<b>M</b>				
	6. Provides a test site for Licensees to submit test data to the System administrator to verify Licensee capability to submit data via the secure data connection interface.	<b>M</b>				
<b>E. Reports:</b>	Proposed System has the ability to download and search datasets and create multiple reports utilizing the required data in RFP 08.16000039.	<b>M</b>				

Seed to Sale Inventory Tracking System Requirement		Requirement	OB	CG	CS	Explanation
<b>F. Inventory Tracking Data Points:</b> Proposed System allows via user interface or automated data interface input of inventory transaction information of Cultivator, Product Manufacturer, Retail Store and Testing Facility Licensee data including, but not limited to, the following (items 1-14):	For each inventory transaction in the System the following information will be recorded: tag or label ID and the date and time of the transaction.	M				
	1. <b>View/Search Inventory.</b> Proposed System includes search functionality to allow users to search for inventory items by entering a set of search criteria parameters and display the results in tabular form.	M				
	2. <b>Receive Inventory.</b> System will include functionality to allow input, tracking, reporting, and storage of information about marijuana or marijuana products received at Licensee facilities from other Licensees. Data input may include, but is not limited to, the following fields: Receipt Date, Received By, Source Licensee Name, Source License Number, Order Number, Items shipped and/or received information; including but not limited to Product ID, Product Name, Lot Number, Batch Number, Weight, and Quantity.	M				
	3. <b>Add/Edit Location.</b> System will allow input of user defined inventory locations within an organization, including but not limited to: germination and clone room, vegetative/growth room, harvesting/flowering room, trimming room, curing room, packaging area, quarantine area, other storage area, and retail area.	M				
	4. <b>Add/Edit Product Type.</b> System will allow input of product types, including but not limited to: plant strain, extract type, infused product types. Inputs may include fields including but not limited to: product name, product type, product ID, and units of measure.	M				
	5. <b>Create the Work Order/Product Batch.</b> System will allow for products to be composited into new products. Inputs may include fields including but not limited to: product type, product ID, units of measure of product yield, number of units yielded, component item information for all items containing marijuana products; including product ID, product name, lot number, and quantity. So that products inputs may be traced back to their origin, the inventory of each product batch is tracked by the Product ID and a unique Lot Number created for each new product batch.	M				
	6. <b>Transfer to Location inside Licensee Organization.</b> System will allow input of inventory transfers between locations within licensed premises. Input may include, but is not limited to, the following fields: date of transfer, transferred by, order number, source license number, destination license number, and list of transferred products including product ID, product name, lot number, and quantity.	M				

Seed to Sale Inventory Tracking System Requirement		Requirement	OB	CG	CS	Explanation
<b>F. Inventory Tracking Data Points:</b> Proposed System allows via user interface or automated data interface input of inventory transaction information of Cultivator, Product Manufacturer, Retail Store and Testing Facility Licensee data including, but not limited to, the following (items 1-14):	<b>7. Adjust (Dispose) Inventory.</b> System must allow input of inventory adjustments, such as disposal, wastage, theft, failure to grow or seizure by law enforcement. Data input may include but is not limited to: date of adjustment, adjustment type, plant or other product ID, lot number, batch number, weight/quantity, and explanation. <u>This should trigger a flag for DCCED.</u>	M				
	<b>8. Transfer to another Licensee.</b> System will allow input of inventory transfers between Licensees. Input may include, but is not limited to, the following fields: date of transfer, transferred by, order number, source license number, destination license number, and list of transferred products including product ID, product name, lot number, and quantity.	M				
	<b>9. Quality Assurance.</b> The System must be able to record transfers of small amounts of marijuana product to a licensed testing facility. Input may include fields including but not limited to: date of transfer, transferred by, order number, source license number, testing facility name, testing facility license number, DCCED agent name, and list of transferred products including product ID, product name, lot and/or batch number, and quantity. Quality Assurance test results for any Lot or Batch must be accessible by DCCED and any Licensee. The System must allow D C C E D and Licensees to search, upload, and download test results in a PDF, Excel and/or other document formats.	M				
	<b>10. Transfer Manifest.</b> System will provide functionality for Cultivator, Product Manufacturer, Retail Store and Testing Facility Licensees to create transfer manifest documents. Transfer manifests will be stored and tracked by the System. Input data may include, but is not limited to, the following fields: ship from name, license number and route description. For each item include destination address, destination name, license number, address, product description, product ID and lot number, quantity and units of measure, departure time and arrival. Transfer manifests will be used as shipping documents for transfers between locations within an organization or sales between Licensees.	M				
	<b>11. Retail Sales Transaction Data:</b> Licensee retail sales transaction data may include fields including but not limited to: time and date of sale, license number, order number, sales items, and quantities. Transaction data may include unique transactions for sales, refunds, voids, adjustments, etc.	M				

Seed to Sale Inventory Tracking System Requirement		Requirement	OB	CG	CS	Explanation
	12. <b>Taxes.</b> System will allow Licensees to generate excise tax reports for the purpose of satisfying reporting requirements to DCCED.	M				
	13. <b>Inventory Seizure.</b> Proposed System provides functionality to allow D C C E D System Users to indicate inventory items have been seized by D C C E D .	M				
	14. <b>Samples:</b> System must have the ability to track samples of Marijuana and/or Marijuana Products between Licensees. Input may include, but is not limited to, the following fields: date of transfer, transferred by, source license number, list of transferred products including product ID, product name, lot and/or batch number, weight and quantity.	M				
<b>G. Unique Cultivation Facility Inventory Tracking Data Requirements:</b> All cultivation of Marijuana will be performed at a Licensed Cultivation Facility. Cultivation includes plant processing from plant propagation to harvest. Cultivators may provide Marijuana for sale to Marijuana Production Facility Licensees. System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above and in accordance with the unique Producer requirements provided in Item G.	1. Proposed System allows tracking of cloned and germinating plants and tracks germinating plants by count /variety until moved to the vegetative growth step, where the plants are then assigned a Unique Plant Identifier.	M				
	2. The System will allow the addition of plant inventory items. Inputs may include, but are not limited to, the following fields: strain, plant ID, status in production cycle, date, and added by. In addition, an attribute will be provided to allow indication of whether the plant is a seedling, clone, or mother plant.	M				
	3. Proposed System will allow tracking of marijuana plants through growth stages: Propagation (Germinating/Cloned) Plants, Plants in Vegetative Growth, Flowering Plants	M				

<b>Seed to Sale Inventory Tracking System Requirement</b>		<b>Requirement</b>	<b>OB</b>	<b>CG</b>	<b>CS</b>	<b>Explanation</b>
	4. The System will track transfer of plant inventory between growth stages and locations. Data input may include but is not limited to: transfer date, transfer to location, order number, list of plants transferred.	<b>M</b>				
	5. Proposed System allows tracking of the daily application of fertilizers, pesticides, and any other compounds and/or products applied to each individual plant.	<b>M</b>				
	6. Proposed System allows tracking of marijuana harvesting and processing of plant products including, but not limited to: harvesting, lots, drying/curing stage, packaging, and storage.	<b>M</b>				
	7. Cultivators follow various cultivation and harvesting processes. Harvested plant material will be weighed at each stage of the harvesting and processing of plant products. Producers may weigh plants wet or dry/cured. Data input may include fields including, but not limited to: strain, product name, product type, product ID, lot number, Unique Plant Identifier, quantity yielded, and units of measure.	<b>M</b>				
	8. System will track packaging of harvested Marijuana. Data may include, but is not limited to the following fields: strain, product name, product type, product ID, lot number, Unique Plant Identifier, net package weight and units of measure.	<b>M</b>				
	9. Producers may package and sell Marijuana on a wet or dry basis. To facilitate the tracing of product inputs back to their origin, the inventory of each package will be tracked by the Product ID and a Lot Number. Data may include fields including, but not limited to: strain, product name, package ID, Unique Plant Identifier for each plant included in the Lot, weight and other units of measure.	<b>M</b>				

Seed to Sale Inventory Tracking System Requirement	Requirement	OB	CG	CS	Explanation
<b>H. Unique Product Manufacturer Inventory Tracking Data Requirements:</b> Product Manufacturers will process, package, and label Marijuana and Marijuana Products for sale to Marijuana Retail Stores. Marijuana Products contain Marijuana or Marijuana extracts and are intended for human use including but not limited to edible products such as baked goods, confections, beverages, and tinctures, and non-edible products such as ointments, waxes or concentrates. System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above and in accordance with the unique Product Manufacturer requirements provided in Item H.	1. Proposed System tracks production events, including but not limited to, process and yield in weight or volume, Lots and/or portions used to create a batch of extract and individually packaged unit of marijuana, extract batches used to create a batch of marijuana product, and total yield of batch.	M			
	2. Proposed System tracks marijuana disposal including the following data fields: usable plant material, net weight and units of measure for all plant material, extract, and marijuana product, and reason for disposal. <u>This should trigger a flag for DCCED.</u>	M			
<b>I. Unique Retail Store Inventory Tracking Data Requirements:</b>	Retail Stores will sell Marijuana, Marijuana Products at retail in retail stores to persons twenty-one (21) years of age and older. System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above.	M			
<b>J. Audit/Investigation Reporting:</b>	1. The System will provide robust ad-hoc & pre-defined reporting functionality for DCCED to determine compliance with Alaska statutes and rules.	M			
	2. The System must be able to collect and summarize in report format, data for various read/entry points in the processing of Marijuana products.	M			

<b>Seed to Sale Inventory Tracking System Requirement</b>		<b>Requirement</b>	<b>OB</b>	<b>CG</b>	<b>CS</b>	<b>Explanation</b>
	3. The reporting functionality must be capable of reporting of tracking and batch information through the entire supply chain, cross reference and analyze data between Cultivators, Product Manufacturers, and Retail Stores such as grow cycles and the number of plants.	<b>M</b>				
	4. The reporting functionality will be capable of reporting over all database tables and fields within the System.	<b>M</b>				
	5. The reporting functionality will allow DCCED to define new reports and edit as needed without assistance or ongoing support from the Awarded Contractor.	<b>M</b>				
	6. The System will provide functionality to export report data to variety of formats including but not limited to: Microsoft Excel, .csv, text.	<b>M</b>				
<b>K. System User Access:</b>	1. Various groups of users will need access to the System functions and data. The two primary user groups include DCCED System Users and Licensee System Users. The System must be able to provide the capability to configure system user access to functions and data as appropriate to the individual and their user group.	<b>M</b>				
	2. The System must provide internal software security that prevents unauthorized access to programs and data.	<b>M</b>				
	3. Proposed System will provide functionality for registration of D C C E D staff administrators.	<b>M</b>				
	4. Proposed System will allow Licensee administrators to set up system user accounts for employees that would be used only for login at that Licensee organization.	<b>M</b>				
	5. Proposed System will allow Licensee administrators to configure employee access to some activities in the system and not others.	<b>M</b>				
	6. Proposed System will provide functionality to configure access to reporting functionality to DCCED System Users and Licensee System Users.	<b>M</b>				
	7. Proposed System will provide functionality to configure DCCED System User access to Licensee organization data.	<b>M</b>				
	8. Proposed System will provide functionality to configure DCCED System User access to Licensee organization data.	<b>M</b>				
<b>L. Audit Tracking:</b>	The System will provide full tracking of changes to all application data including date of change, System user ID, type of change (insert, update, delete) and original and updated field values.	<b>M</b>				

<b>Seed to Sale Inventory Tracking System Requirement</b>		<b>Requirement</b>	<b>OB</b>	<b>CG</b>	<b>CS</b>	<b>Explanation</b>
<b>M. Data Storage Requirement:</b>	Proposed System is a fully hosted solution. All data, reports, and forms will be stored by the Awarded Contractor. State of Alaska will retain sole ownership of all data and Vendor will provide any or all data upon request.	<b>M</b>				
<b>N. Reliability/Uptime:</b>	1. Proposed System is 100% operational while operating normally 99.99% of the time 24 hours p/day, 7 days p/week.	<b>M</b>				
	2. Customer service contact information for technical problems, including but not limited to, outages, production support, and connectivity issues can be provided to DCCED and Licensees.	<b>M</b>				
	3. Must provide the ability to assist AK MCB and Licensee staff in resolving connectivity and download/upload issues.	<b>M</b>				
<b>O. Data Upload Requirements:</b> Proposed System:	1. Allows users to verify and correct uploaded data before posting to the System	<b>M</b>				
	2. Allows users to correct posted information.	<b>M</b>				
	3. Allows users to manually enter data into input screens, as an alternative to uploading data.	<b>M</b>				
<b>P. Data Download Requirements:</b>	1. Proposed System allows for the downloading of limited datasets and ad-hoc reports determined by DCCED.	<b>M</b>				
	2. Proposed System web portal allows for limited downloads for ad-hoc data mining requirements. A limited dataset will consist of a data snapshot over a period of time definable by the user.	<b>M</b>				
	3. System downloads will transmitted over an encrypted Secure Socket Layer (SSL) connection.	<b>M</b>				
<b>Q. System Alerts:</b>	Proposed System allows DCCED to create, modify, and receive alerts. Alerts must be configurable by DCCED to set tolerance levels and select alert recipients. Email alerts will be triggered by tracking events which are out of tolerance.	<b>M</b>				

Seed to Sale Inventory Tracking System Requirement		Requirement	OB	CG	CS	Explanation
<b>R. System Retention Policy:</b>	System must follow a record retention policy. Data collected by the System must be available for a period of seven (7) years. Data stored within this time period must be available for recall by users for data and/or public disclosure requests. Following the retention period, data must be archived to a mutually agreed upon permanent storage medium prior to removing it from the system.	M				
<b>S. Disaster Recovery:</b>	Proposed System has a disaster recovery plan which includes off-site backups and System restoration within twenty-four (24) hours.	M				
<b>T. Security Model:</b>	1. Proposed System has a user-based security model which allows Marijuana Establishment Licensees to only view data collected for that individual licensee and allows DCCED to view data for all Marijuana Licensees based on specified search criteria. Encryption occurs both at rest and in transit.	M				
	2. Proposer will at all times maintain network, system, and application security that, at a minimum, conform to the current cyber security Standards set forth and maintained by the State of Alaska, which can be found at <a href="http://doa.alaska.gov/ets/security/">http://doa.alaska.gov/ets/security/</a> and the Center for Internet Security, which can be found at: <a href="http://www.cisecurity.org">http://www.cisecurity.org</a>	M				
	3. Proposer shall provide documentation outlining security controls used to isolate application services and data if proposer's solution operates in a multi-tenant hosted environment.	M				
	4. Proposer shall maintain and make available for review upon request a Datacenter Operations Security Plan, including, but not limited to: physical security controls, logical security controls, asset controls and human resource controls.	D				

<b>Seed to Sale Inventory Tracking System Requirement</b>		<b>Requirement</b>	<b>OB</b>	<b>CG</b>	<b>CS</b>	<b>Explanation</b>
	5. Proposer shall maintain and make available for review upon request Encryption Key Management policies and procedures.	<b>D</b>				
	6. Proposer must maintain and make available upon request a Security Incident and Response plan, including notification requirements for affected customers.	<b>D</b>				