

STATE OF ALASKA REQUEST FOR PROPOSALS



ELECTRONIC VISIT VERIFICATION RFP 200000056

ISSUED JUNE 8, 2020

THE DEPARTMENT OF HEALTH AND SOCIAL, DIVISION OF SENIOR AND DISABILITIES SERVICES IS SOLICITING PROPOSALS FOR QUALIFIED CONTRACTORS TO IMPLEMENT, MANAGE, AND OPERATE AN OPEN/HYBRID MODEL ELECTRONIC VISIT VERIFICATION SYSTEM.

ISSUED BY:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF SENIOR AND DISABILITIES SERVICES

PRIMARY CONTACT:

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PROCUREMENT SPECIALIST
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(907) 465-5293

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health and Social Services (DHSS), Division of Senior and Disabilities Services (SDS), is soliciting proposals for qualified offerors to implement, manage, and operate an Open/Hybrid model electronic visit verification (EVV) system.

SEC. 1.02 BUDGET

DHSS estimates a budget of \$1,950,000.00 dollars for completion of this project. Proposals priced at more than \$1,950,000.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM **prevailing Alaska Time on June 29, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

1. The Offeror and/or its subcontractor(s) must have at least three (3) years of experience with electronic visit verification projects.
2. The Offeror and/or its subcontractor(s) must demonstrate in writing that they have experience developing, designing, and implementing a minimum of five (5) recent similar projects (complete and in progress) within the past sixty (60) months.
3. The Offeror and/or its subcontractor(s) have a minimum of one year of electronic visit verification experience in health care.

Additionally, in order to be deemed responsive, offeror's proposal must include:

1. A Statement that they have read and understand all Attachments related to this solicitation;
2. A preliminary project management narrative and work plan that meets the requirements set out in the Attachment 6 - EVV IT Reference B – DHSS Project Management Requirements, Section 1;
3. A complete version of the Attachment 10- EVV IT Required Vendor Response – DHSS IT Requirements; and
4. In Attachment 11 - EVV Functionality Requirements Matrix, if the “not available” option is marked and the requirements is mandatory, Offeror will be considered non-responsive.

A completed version of Attachment 11 - EVV Functionality Requirements Matrix worksheet that summarizes requirements from the EVV RFP. Respondents to the RFP are required to update and return Attachment 11 - EVV Functionality Requirements Matrix with their response to the RFP. For each requirement listed in the matrix respondents are to enter “Yes” in the column that best describes how the proposed solution addresses the requirement:

- Included functionality

- Has similar functionality
- Would require configuration
- Would require modification
- Will be available in a future release
- Not available.

A comment box is provided for additional descriptions.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the Procurement Specialist no later than **2:00 PM AKST June 17, 2020**. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT SPECIALIST: Matt Meienberg – EMAIL matt.meienberg@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Specialist's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the issuing agency has received the proposal in full, prior to the deadline. The Procurement Specialist will respond to the email to confirm receipt. If you do not receive a

confirmation, it is your responsibility to contact the Procurement Specialist to confirm. DHSS is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

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.

Paper Submission

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, to the Procurement Specialist in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

The sealed proposal package(s) must be addressed as follows:

Department of Health and Social Services
Division of Finance and Management Services
Attention: Matt Meienberg, Procurement Specialist
RFP Number: 200000056
RFP Title: Electronic Visit Verification

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760
Juneau, AK 99801

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.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Procurement Specialist reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 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 Specialist no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 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 DHSS's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP June 8, 2020;
- Pre-Proposal conference 11:00 AM AKST June 15, 2020;
- Deadline for Receipt of Questions 2:00 PM AKST June 17, 2020;
- Deadline for Receipt of Proposals **2:00 PM AKST June 29, 2020**;
- Product Demonstrations with selected offeror(s) during the week of July 6, 2020;
- Proposal Evaluation Committee complete evaluation by July 17, 2020;
- State of Alaska issues Notice of Intent to Award a Contract July 20, 2020;
- State of Alaska issues contract August 7, 2020;
- Contract start August 15, 2020.

This RFP does not, by itself, obligate the DHSS. DHSS's obligation will commence when the contract is approved by the Commissioner of DHSS, or the Commissioner's designee. Upon written notice to the contractor, DHSS may set a different starting date for the contract. DHSS 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 DHSS.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 AM, Alaska Time, on June 15, 2020 via teleconference. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Please call in to the number below;

Teleconference Line: 1-800-315-6338

Access Code: 54281

Offerors 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.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Health and Social Services (DHSS), Division of Senior and Disabilities Services (SDS), is soliciting proposals for qualified contractors to implement, manage and operate an Open/Hybrid Model Electronic Visit Verification (EVV) system in compliance with the federal requirements of section 12006(a) of the 21st Century Cures Act (Cures Act).

In response to the EVV requirements outlined in the Cures Act, DHSS is procuring a single statewide EVV system to meet the requirements set forth in the Cures Act and shall be minimally burdensome to providers, recipients, and existing state systems. The Department has set two EVV system implementation target timeframes: January 2021 for Personal Care Services (PCS); select Home and Community Based Waiver Services (HCBWS); and January 2023 for select Home Healthcare Services (HHCS). These target timeframes meet the requirements of the Cures Act to ensure DHSS receives the maximum federal financial participation (FFP) percentage.

DHSS is seeking to implement an Open/Hybrid model that will allow providers with existing EVV systems to continue using those systems. The EVV system shall have two separate but related components of data collection and data aggregation and be flexible and scalable so it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing.

The EVV system shall provide the following anticipated benefits:

- Enforcing and collecting data that would demonstrate compliance with the Cures Act;
- Provide data to support quality improvement and program efficiencies;
- Real time viewing of utilization and services provided;
- Improving quality of care for Medicaid recipients;
- Reduce unauthorized services, billing errors, and improve payment accuracy; and
- Provide additional auditing tools to reduce fraud, waste and abuse.

Department

The mission of the DHSS, SDS is to promote health, well-being and safety for individuals with disabilities, seniors and vulnerable adults by facilitating access to quality services and supports that foster independence, personal choice and dignity. SDS certifies qualified providers of services for Home and Community-Based Services (HCBS) and Personal Care Services (PCS).

In Alaska, the Medicaid program is administered by division of Health Care Services (HCS). The mission of the HCS is to provide all eligible Alaskans access to the full range of appropriate Medicaid services and to provide oversight of the delivery of those services. HCS also protects Alaska's most vulnerable populations through certification and licensing sections. HCS is responsible for policy, provider enrollment and fiscal management of Medicaid.

The DHSS Medicaid Program Integrity Unit (PIU) is a system of reasonable and consistent oversight of the Medicaid Program. Program Integrity effectively: encourages compliance; maintains accountability; protects public funds; supports awareness and responsibility; ensures that providers meet participation requirements; ensures that services are medically necessary; ensure payments are for the correct amount and for covered

services. The goal of Program Integrity is to reduce and eliminate fraud, waste, and abuse in the Medicaid Program.

The DHSS, Division of Finance and Management Services (FMS), Information Technology Services (ITS) section operates a full-service information technology services organization within DHSS. The mission of ITS is to provide reliable and stable technology platforms in support of the DHSS's service delivery programs in as cost-effective and efficient a manner as possible.

The three entities named earlier (SDS, HCS, PIU,) currently administer and monitor, including but not limited to, Medicaid-funded HCBWS Programs. Each waiver, state plan and targeted population has a specific service package and eligibility criteria. These Divisions serve approximately 3500 Alaskan's Personal Care Services and Home Health Services. The fourth entity, ITS, maintains complex information systems to support the department's administrative and programmatic activities and offers a variety of technology support services to assist department staff and stakeholders in using resources and services that ITS is responsible for providing throughout Alaska.

Services

The Cures Act mandate includes all services requiring an in-home visit for personal care services that consist of services supporting Activities of Daily Living (ADLs), Instrumental Activities of Daily Living (IADLs) and home health care services. In Alaska, these services are managed by DHSS through the Medicaid State Plan options: the 1905(a)(24) state plan personal care benefit option, the 1915(k) Community First Choice (CFC) state plan option, and the home health care services option under 1905(a)(7).

Personal care services are provided through a certified and enrolled agency as follows, either:

- Agency Based PCS Program (ABPCA): agency oversees, manages, and supervises care, or
- Agency with Choice (Consumer-Directed PCS Program – CDPCA): each consumer may manage his or her own care by selecting, hiring, firing, and supervising their own personal care assistant that must be an employee of the agency.

DHSS is not the employer of personal care assistants. Each personal care assistant must be employed by a certified agency and enrolled with Medicaid Management Information System (MMIS) to receive a unique rendering number that is used for claiming. Currently both service delivery models are documented and fiscally managed in the same manner by the provider agency. DHSS determined that separate requirements for different service models would be burdensome for providers and recipients. DHSS intends to use EVV for PCS services whether provided in-home or in the community. The EVV solution selected must allow flexible scheduling options to ensure that recipients maintain the ability to manage their own care. Both service delivery models will be included in the EVV mandate for Alaska.

Home health care services are provided through an enrolled home health care provider. The following services and procedure codes will be included in the phases of the implementation of the EVV mandate for Alaska. Over time, additional divisions may require this service, upon which they may be negotiated into the scope of the resultant contract. Negotiated rates will be based on the rates proposed in response to this RFP.

Phase 1:

PCS Service	Procedure Code
Personal Care – Agency	T1019
Personal Care – Consumer Directed	T1019 U3
Personal Care – Agency – Community First Choice	S5125
Personal Care – Consumer Directed – Community First Choice	S5125 SE
Skills Building Personal Care – Community First Choice	S5108
Additional service codes shall be added at the discretion of the Department. The system shall be flexible to accommodate additional services and program funding.	

Phase 2:

Home Health Care Service	Procedure Code
Special private duty nursing (RN)	T1002, T1002 U2
Special private duty nursing (LPN/LVN)	T1003, T1003 U3
Additional service codes shall be added at the discretion of the Department. The system shall be flexible to accommodate additional services and program funding.	

Current functionality

SDS currently uses the WellSky Harmony Data System to support the following functions:

- Medicaid recipient demographic information;
- Recipient service plans;
- Support plans that capture the approved services and tasks associated;
- Selected certified provider for the specific service; and
- Provider certification and demographic information.

SDS manually enters the approved service authorizations into MMIS.

DHSS currently contracts with Conduent as the fiscal agent. Conduent operates the Enterprise MMIS that supports the following functions:

- Provider enrollment;
- Provider demographic information;
- Service Authorizations;
- Claim validation and management;

- Payment to health care providers; and
- Utilizing electronic remittance advice 835 file.

Medicaid currently operates primarily on a fee-for-service provider reimbursement basis. Providers bill directly through MMIS. The claim must contain the following elements:

- Provider enrollment number/Medicaid billing ID number;
- Rendering direct care worker/personal care assistant enrollment number;
- Recipient's Medicaid ID number;
- Service codes;
- Number of units claimed;
- Service authorization number; and
- Date of service.

Resources

Additional information about the Personal Care Program can be found here:

<http://dhss.alaska.gov/dsds/Pages/pca/default.aspx>

Personal Care Regulations can be found here:

<http://www.legis.state.ak.us/basis/aac.asp#7.125>

Additional information about the Community First Choice Program can be found here:

<http://dhss.alaska.gov/dsds/Pages/cfc/default.aspx>

Community First Choice Regulations can be found here:

<http://dhss.alaska.gov/dsds/Pages/regulations/default.aspx>

Additional information about the Home Health Program can be found here:

http://www.dhss.alaska.gov/dhcs/Pages/hflc/home_health.aspx

Home Health regulations can be found here:

<http://www.akleg.gov/basis/aac.asp#7.12.505>

Alaska Provider Billing Manuals can be found here:

<http://manuals.medicaidalaska.com/>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DHSS SDS is soliciting proposals for an Offeror to provide, implement, operate, and support an Open/Hybrid Model EVV system in compliance with the 21st Century Cures Act requirements for the Alaska Medicaid program and providers of Medicaid 1915(c) Home and Community Based Services, Personal Care Services delivered under the authority of the Medicaid State Plan 1905 (a)(24), and Community First Choice (CFC) 1915(k). This system must provide real-time electronic verification, tracking, and documentation of the required elements identified by the Department. The system must also provide a data aggregation solution that shall certify and validate provider data submitted through an existing EVV contractor system. The System shall be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing. The system must meet CMS Electronic Visit Verification Certification requirements.

DHSS is specifically looking for a Software as a Service (SaaS) solution to expedite implementation. SaaS proposals must include annual hosting fees. DHSS is seeking an EVV solution specifically designed and compliant with the requirements for Medicaid providers that provide services to seniors and individuals with disabilities. DHSS expects the EVV Contractor to bring industry best practices to streamline implementation and utilization of the EVV solution. It is expected that there will be some level of phased implementation, and recommendations from the contractor will be included in how that phased plan is created.

The DHSS ITS Requirements to be addressed are located in Attachment 5 - EVV IT Reference A – DHSS IT Requirements. See the DHSS IT Requirements for more information about delivery models.

The DHSS Project Management Requirements to be addressed are located in Attachment 6 – EVV IT Reference B – DHSS Project Management Requirements.

To meet the requirement for EVV system use, providers must either (1) use the state-contracted EVV system resulting from this RFP or (2) at the provider's own expense and sole responsibility, use an alternative EVV system certified for use by state selected contractor and approved by DHSS. Any such certified alternative EVV system must transmit all EVV data to the state-contracted EVV system and to the aggregator on a secure, seamless, real-time basis consistent with DHSS-approved specifications. Following the stakeholder consultation process and technical consultations with the EVV Contractor and Medicaid fiscal agent, DHSS will promulgate and issue the users manuals on EVV and specify the standards and process for testing and certification of alternative EVV systems.

The EVV Contractor's system solution and services shall provide the following:

1. Complete real-time electronic verification, tracking, and documentation of:
 - a. Identity of the individual receiving services to include their Medicaid identification number
 - b. Date, time, and location the service begins
 - c. Date, time, and location the service ends
 - d. Specific type of services performed
 - e. Identity of the individual providing the service through use of a highly accurate and reliable form of biometric identity verification and the care provider's Medicaid provider rendering number
 - f. Identity of the Medicaid Provider billing number

2. Data Aggregation solution that shall receive data from both the data collection component of Alaska's EVV system and other data collection systems in near real time (3 seconds 99% of time), satisfying criteria agreed upon by Contractor and DHSS.
3. Data Collection solution that shall collect EVV data from multiple technology options (GPS, Telephony, etc.) and any alternative solutions to securely collect the information necessary to verify the visit and service delivery.

The Department intends on a phased approach for implementation of a new EVV system. This will allow the opportunity to test and identify how other State systems may be impacted by this new system. The initial phase will target Personal Care Services to meet the Cures Act deadline of January 01, 2021. The secondary phase shall begin at the Department's discretion upon successful implementation of the system and will focus on Home Health Care Services to meet the Cures Act deadline of January 01, 2023. Additional phases may be incorporated as deemed by the Department, specific to the feasibility of building interfaces or real time data exchange reporting with existing state systems to improve real time claiming and program efficiencies. Should changes be implemented that will substantially impact the services identified in this RFP and resultant contract, both parties will negotiate to modify the contract appropriately. Those modifications will be implemented via bilateral contract amendment. Minor changes to will be absorbed into the existing contract as written.

The Department intends on contracting with an Independent Verification and Validation (IV&V) Contractor to provide quality assurance duties for the duration of this EVV project. The selected EVV Contractor shall support the Department and its Contractor(s) in IV&V activities associated with the contract including, but not limited to:

- providing requested information for IV&V Requirements and Design Review;
- answering questions for IV&V Progress Reports;
- participating in Operational Milestone Review(s); and
- participating in CMS EVV Certification(s) Reviews.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately August 15, 2020, for approximately three (3) years with two (2) annual renewal options to be exercised at the sole discretion of the State until completion, approximately December 31, 2025 if all optional renewals are exercised.

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

SEC. 3.03 GENERAL PROVISIONS

The following general provisions will guide the performance of work of the resulting contract from this solicitation:

- a) Contractor shall provide all deliverables and documentation related to the EVV project requirements on the state SharePoint site as directed in Addendum B section 3.4.2, and notify DHSS by e-mail within twenty-four (24) hours after such action has been taken.
- b) Contractor shall be available during State of Alaska standard business hours, 8:00am to 5:00pm Alaska Standard Time Monday through Friday, excluding state holidays, during the full contract period.

- c) DHSS shall at all times have the ability to communicate directly with all subcontractors used on this project, if any, in case DHSS determines it is in the State's best interest.
- d) Contractor shall be responsible for all costs associated with the provision and maintenance of hardware and software, and technical resources to successfully perform the services detailed in this RFP; except expenses approved by DHSS to be the responsibility of another entity.
- e) Contractor shall support DHSS in all program governance activities as follows:
 - 1. Participate in project steering committee meetings if requested by DHSS to do so; and
 - 2. Participate in change control board meetings if requested by DHSS to do so.
- f) Prior to contract award, the highest-ranked bidder and the State will negotiate a project schedule that centers around expedited validation processes with the overall goal of achieving the targeted Go Live dates.

SEC. 3.04 DELIVERABLES

In the case of all deliverables, the state will provide final acceptance, and that acceptance will close out the work of each deliverable. The contractor will be required to provide the following deliverables:

In addition to the deliverables stated in the DHSS Information Technology (IT) Requirements addressed in Attachment 5 - EVV IT Reference A – DHSS IT Requirements (herein after referred to as Reference A) and the DHSS Project Management Requirements address in Attachment 6 - EVV IT Reference B – DHSS Project Management Requirements (herein after referred to as Reference B), Contractor shall be required to provide the following deliverables working cooperatively with DHSS project management and other staff and an Independent Validation and Verification (IV&V) Contractor:

Task 1: Project Management Requirements

- a) In addition to Reference B - Section 1.1 the EVV Contractor shall incorporate standards and guidance from the Project Management Body of Knowledge (PMBOK).

Task 2: Project Initiation/Kick Off meeting

- a) Contactor shall facilitate an in-person project kick off meeting in Anchorage, Alaska that conforms to the requirements in both Reference A –Section 3.2.2 and Reference B – Section 3.4.3 within thirty (30) calendar days after contract award or a mutually agreed upon date in writing. Additional items to be addressed in the kick off meeting include:
 - 1. Introductions
 - 2. Review Contractor's draft Master Project Work Plan/Schedule plan
 - 3. IT Service Alignment Conference

Deliverables:

- a) Meeting agenda in draft and final format. Contractor must deliver a draft agenda to DHSS for review and approval no later than seven (7) calendar days prior to the scheduled meeting. A final meeting agenda must be delivered to DHSS no later than 2 business days prior to the meeting.
- b) An updated Master Project Work Plan/Schedule that conforms to the requirements listed in both Reference A - Section 3.7.2.1 and Reference B - Sections 2 and 3.

Task 3: Project Planning

- a) The Master Project Management Plan and an updated Master Project Work Plan/Schedule that conform to both Reference A – Section 3.7.2.1 and Reference B- Section 3 must be submitted within thirty (30) calendar days of the contract award. Contractor shall update and adjust the plan as needed throughout the project.
- b) Entrance and exit criteria shall be incorporated into the Master Project Management Plan and the Contractor shall produce draft criteria for DHSS consideration to establish task specific entrance and exit criteria prior to proceeding beyond the Project Planning for the following tasks:

1. System Design (Configuration) – this is not currently listed in this section
 2. System Deployment
 3. Maintenance and Operations
 4. Close Out
- c) Contractor shall develop branding (including the name and logo) of the EVV System and shall develop and maintain a website where all communication and educational tools and other pertinent EVV information shall be hosted, subject to DHSS approval. Website maintenance shall be for the duration of the contract term. These tools and materials including rights/registration shall remain the property of DHSS.

Deliverables:

- a) Master Project Management Plan and Master Project Work Plan subject to DHSS approval.
- b) Communication Plan that conforms to Reference A - Section 3.7.2.1 and Reference B - Section 3.4.1 and 3.4.8. The Communication Plan is subject to approval by DHSS and shall be submitted as part of the Master Project Management Plan. In addition to the requirements listed in Reference B, the following must be included in the Communication Plan:
 1. Address the outreach, feedback solicitation and communications (type, frequency, and format) for the duration of the project to include all geographic areas of the state and the following stakeholders:
 - i. Medicaid Provider Agencies;
 - ii. Direct Care Workers;
 - iii. Individuals receiving PCS and HHCS services and their families or designees;
 - iv. DHSS contractors; and
 - v. Others that may be identified by the project team.
 2. Key planned stakeholder communications through program development and implementation.
 3. System User education related to the purpose and use of EVV System including the following:
 - i. Training;
 - ii. Device installation;
 - iii. Repair and replacement process;
 - iv. Issue resolution;
 - v. Access to on-line and telephonic user support;
 - vi. Notification to users of system down time due to system updates and scheduled maintenance.
- c) EVV system brand and website.

Task 4: Business Requirements Analysis

- a) In addition to Reference B - Section 3.1.1, Contractor shall facilitate a joint review of functionality requirements listed in Attachment 11 - EVV Functionality Requirements Matrix with DHSS and designated business and policy stakeholders resulting in an approved baseline EVV Solution Requirements Traceability Matrix (RTM). During the joint review of the requirements, Contractor shall demonstrate their solution to show how it satisfies the requirements within the RFP, identify configurable features and functions, and identify gaps in the EVV Solution to be addressed by Contractor.

Deliverable:

- a) A Requirements Traceability Matrix that must be submitted to DHSS in both draft and final format and must include, at a minimum:
 1. Captures all requirements proposed by Contractor and associated clarifications as agreed to by DHSS;

2. Identifies gaps in the EVV Solution’s ability to meet RFP requirements, documents resolution options for consideration, and decision by DHSS;
3. Maintains traceability in a single document that shall be carried forward throughout all project tasks; and
4. Is completed by Contractor and approved by DHSS prior to the start of EVV System configuration and development activities.

Task 5: Security Plan

- a) Contractor shall develop and maintain an EVV System Security Plan based on the NIST 800-53 Revision 4 information security and compliance framework, focusing on NIST 800-66 Revision 1 controls to address moderate level compliance legal requirements, such as HIPPA/HITECH/APIA. At a minimum, the plan shall comply with DHSS System Security Plan requirements specified in IT Reference A section 3.7.2 and IT-Reference H, Centers for Medicaid and Medicare Services (CMS) recommendations and industry standards. The work involves entering security plan information into the State’s Archer system documenting implementation of specified security controls to the satisfaction of the DHSS Security Office.

Deliverable:

- a) DHSS Security Office approved EVV System Security Plan documented in the department RSA Archer web application system.

Task 6: Claiming and Interfaces**A. Claiming**

- a) Should Contractor be able to meet the optional claiming requirements listed in Attachment 11 - EVV Functionality Requirements Matrix billing section the Contractor must indicate so in their proposal.

B. Interfaces

- a) DHSS has adopted the Medicaid Information Technology Architecture (MITA) standards and has embraced an Information Technology (IT) Roadmap for shared services using our Enterprise Service Bus (ESB), and Master Client Index (MCI). The response to this request must advise DHSS on the feasibility of building interfaces between the EVV solution and existing DHSS interfaces to accomplish the following in accordance with requirements developed in collaboration with DHSS:
 1. Master Client Index (MCI) to:
 - i. Verify recipient information with MCI data;
 - ii. Import recipient information from MCI; and
 - iii. Other MCI requirements identified in IT Reference A Section 3.5.2.
 2. Interface with Enterprise (MMIS) to:
 - i. Receive provider and recipient data demographic and service authorizations at a frequency to be determined by DHSS;
 - ii. Have the ability to return information to MMIS by individual; claim and/or in batch format at the discretion of DHSS;
 - iii. Receive updates in near real time transactions; and
 - iv. Leverage DHSS Enterprise Service Bus data exchange services in IT Reference A section 3.
- b) Feasibility review shall include:
 1. Identifying the benefits of each interface;
 2. Providing recommendations to DHSS;
 3. Estimated cost to build interface(s);
 4. Estimated schedule for each interface.

Deliverable:

- a) Feasibility study including a written evaluation highlighting the benefits, recommendations, environmental review of EVV best practices, cost and timeframe estimations.

Task 7: System Design

- a) In addition to Reference B - Section 3.1.2, Contractor shall facilitate a joint application configuration review of the EVV Solution with DHSS and designated business and policy stakeholders. During the joint review, the Contractor shall demonstrate and walk through all configurable features and functions of the solution and document DHSS preferred configuration specifications. Contractor must:
 - 1. Submit an agenda and supporting meeting materials electronically to all invited participants; no later than three (3) business days prior to the scheduled joint application configuration review meeting.
 - 2. Fully describe how the design shall be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.
 - 3. Demonstrate in detail all EVV solution and aggregator functionality.
 - 4. Walkthrough with DHSS and designated business and policy stakeholders, configurable features and functions.
 - 5. Document DHSS configuration specifications in detail identifying technical, functional and physical characteristics and properties of the following but not limited to:
 - i. EVV data collection module,
 - ii. Aggregator module,
 - iii. Reporting module
 - iv. Claiming module, and
 - v. Internal fraud and abuse controls.
 - 6. Document requirements and develop approval process for alternate EVV collection systems that shall feed into the data aggregation module, with final approval by DHSS.
 - 7. Develop and implement internal fraud control plans with final approval by DHSS to support fraud and abuse prevention and detection activities.
 - 8. Document action items that must be researched and/or resolved by Contractor in order to complete configuration planning and design activities. Action items shall include assigned leads and planned due dates for completion.
 - 9. Contractor is responsible for adding additional service codes when requested to do so by the State.
 - 10. Document decisions that are reached during the facilitated review.
 - 11. Establish next steps as needed to complete configuration planning and design activities.

Deliverables:

- a) EVV System Design Document submitted in draft and final format.
- b) Alternate EVV Solution requirements and designated approval process to be approved by DHSS.
- c) Internal fraud control plan for fraud and abuse prevention in draft and final format.

Task 8: Initial System Testing

- a) Contractor must meet requirements for producing a Test Management Plan and System Test Plan as outlined in Reference B - Section 3.3.2 and 3.3.3.
- b) Contractor shall perform and support testing cycles throughout the project. Those testing cycles may include, but are not limited to the following:
 - 1. Construction and Unit Test;
 - 2. System Testing (to demonstrate that applications function correctly on Contractor's hardware in a production type environment;

3. Integration Testing; (to demonstrate the workflows and aggregator function correctly within the production type environment)
 4. Interface Testing (if applicable);
 5. Regression Testing;
 6. User Acceptance Testing (UAT);
 7. Pilot testing in the production environment; and
 8. Operations Readiness Review (ORR).
- c) Contractor must complete a minimum of two test cycles that meet the following success criteria and must address and resolve all system defects and failures identified in the testing cycles to DHSS' satisfaction prior to requesting approval from DHSS to proceed to User Acceptance Testing.
- d) In addition, Contractor shall assist the IV&V/QA Contractor and provide other testing-related services as follows:
1. Present products for independent testing that are ready for testing. "Ready" means that Contractor's testing of the product has met the specifications below.
 2. Prior to independent testing, present test execution documents that include all test cases, outcomes, workflow outlines and possible resolutions if there were problems.
 3. Conduct a thorough examination of each test case result to verify that the case passes testing to avoid a potential situation prior to UAT Phase, where the IV&V/QA Contractor reports that test cases were identified as passed by Contractor that clearly failed during independent testing.
 4. Where possible, perform testing at the process level (as opposed to the unit level) to demonstrate that a complete business process flows in an integrated process that is free of defects (e.g., the process involving an application would include moving from submission of an inquiry through authorization of services).
 5. Test and demonstrate the business functionality, as documented in the workflow outlines, within the product functionality prior to releasing the product.
 6. If applicable and requested by DHSS, deliver to DHSS and the IV&V/QA Contractor available release notes that have been created in conjunction with the release prior to the new release being deployed.
 7. Work cooperatively with the IV&V/QA Contractor to develop an efficient test case status reporting process based upon lessons learned earlier in the project.
 8. Independent Testing conducted by SDS or contractors shall be managed by SDS (not Contractor).

Deliverables:

- a) Test Management Plan and System Test Plan produced in a draft and final format.
- b) Offeror Certification of Successful Test Completion.

Task 9: User Guide Development, Reports and Provisioning

- a) Contractor shall establish and update User Guides for all user types to be provided with training materials for the duration of the contract.
- b) Contractor shall establish and update an EVV Solution Reporting User Guide for the duration of contract term. The guide shall provide a comprehensive description of the EVV reporting function. At a minimum, the plan shall be updated and distributed to users annually, or as changes are made to the reporting function.
- c) Contractor shall develop and support a library of standard reports (e.g., alert reports, recipient/provider reports, provisioned users, etc.). The report library shall be detailed and defined in the DHSS-approved EVV Solution Reporting User Guide. Required reporting functionality is listed in Attachment 11 - EVV Functionality Requirements Matrix, Report Section.

- d) Contractor shall document report distribution standards in the approved EVV Solution Reporting User Guide. At a minimum, the following distribution standards shall be achieved unless otherwise agreed to in writing by DHSS:
1. Weekly reports shall be made available to the end user within two (2) business days following the reporting period;
 2. Monthly reports shall be made available to the end user within five (5) business days following the reporting period;
 3. Requests for ad hoc reports shall be fulfilled and available to the end user within 24 hours of request submission; and
 4. Reports generated on occurrence (event based) shall be available within 24 hours of the occurrence.
- e) At a minimum, EVV Solution reports shall be available in a variety of formats as described in the EVV Solution Reporting User Guide. This includes electronic delivery in an excel format.
- f) Contractor shall establish role based access to the reporting function. Access management shall be defined and described in the EVV Solution Reporting User Guide.
- g) Contractor must provision primary system users identified in Task 11 Training Implementation (f) named later in the RFP, throughout the term of the contract. Additional training groups may be added as determined by DHSS.

Deliverables:

- a) Role Based User Guides in draft and final format.
- b) EVV Solution Reporting User Guide in draft and final format.
- c) Library of DHSS-approved standardized reports maintained by Contractor in an approved DHSS Project SharePoint Site.

Task 10: User Acceptance Testing:

- a) In addition to Reference B - Section 3.3.3, Contractor must lead User Acceptance Testing to provide an opportunity for DHSS users and Contractor staff to determine the adequacy of the system design and functionality and update the Requirements Traceability Matrix.
- b) In addition to Reference B- Section 3.3.4 through 3.3.6, the Master Project Management Plan Test Plan must comply with the following requirements:
 1. User Acceptance Testing shall only be conducted on a fully tested and operations-ready EVV solution and data aggregator, including all software features;
 2. User Acceptance Testing must be conducted in a controlled environment separate from all other environments using cycle times mutually agreed upon by Contractor and DHSS;
 3. Contractor shall perform system testing for all change requests to include regression testing, before changes are introduced into the production environment.
 4. Contractor must conduct walk-throughs of system changes that are ready to be moved into the production environment, including but not limited to an online demonstration and a discussion of programs impacted by the system change, as specified by DHSS.

Deliverables:

- a) UAT test cases, test scripts, and scenarios that fully comply with Reference B – Section 3.3.5.
- b) Updated Requirements Traceability Matrix.

Task 11: Outreach and Training

A. Outreach and Training Planning:

- a) Contractor shall develop a final Outreach and Training Plan for review and approval by DHSS. The plan must contain requirements in Reference B - Section 3.3.7 and must also address the following topics for both outreach and training for all geographic areas of the state:
1. Approach and scope (including all audience groups listed in Task 11, B, f);
 2. Collect and document all PCS/HHCS stakeholders' feedback throughout project
 - i) Provide recommendations to DHSS on how to incorporate feedback for implementation.
 3. Training must be tailored to accommodate both beginning and advanced users of common technology (smartphone, laptop, tablets, telephony, etc.).
 4. Training must include information regarding data collection, Health Insurance Portability and Accountability Act (HIPAA) and other security laws.
 5. Contractor must produce a minimum of five (5) types of outreach materials in various formats to include but not limited to:
 - i) Use data to help develop format, location, frequency and duration of **synchronous outreach and training** (for example live real time webinars, teleconferences or face to face lecture/demonstrations).
 - ii) Use data to help develop format, frequency, duration and implementation of **asynchronous outreach and training** (anything that can be experienced on the stakeholders' own time). Examples: brochure, website, recorded webinars, online videos (You Tube, Vimeo, etc.). Comments for website and videos must be disabled.
 - iii) Ensure that all experiences and formats for outreach and training are accessible and safe:
 - (1) For people with different language proficiency;
 - (2) For people who are deaf;
 - (3) For people who have low vision or are blind;
 - (4) For people who need accommodations for mobility (for example getting into and out of a lecture room for a presentation);
 - (5) For people who need concepts explained in clear graphics.
 6. Definition of training goals, objectives, and assessment of readiness to use the EVV system and/or aggregator;
 7. Outreach and training activity schedule that shall include joint web-based delivery monthly through implementation;
 8. Methods proven effective at providing timely, appropriate outreach and training activities for all stakeholders;
 9. Roles and responsibilities for all stakeholder types;
 10. Outreach and training to support the initial implementation of the EVV Solution;
 11. Post implementation outreach and training activities and frequency throughout the life of the contract;
 12. Outreach and Training for newly approved and revalidating providers during the onboarding process;
 13. Languages that training and outreach shall be provided and basis for verifying accuracy of all translations; and
 14. Identification of standardized and ad hoc outreach and training materials.
- b) Contractor shall design and develop outreach materials including DHSS input to inform stakeholders (e.g., recipients, families, provider staff and direct care workers) from all geographic areas of the state prior to and during implementation about the following areas:
1. Benefits and purpose of the system;
 2. Choices of data collection methods;
 3. Any risks associated with the use or misuse of equipment;
 4. Extent in which data shall be collected, reviewed, shared, and stored;

5. Data collection, HIPAA and other security laws;
6. Equipment repair and replacement procedures including contact information to request repairs and/or replacement equipment;
7. Issue resolution process to resolve concerns that might arise from the use of the system; and
8. Affirmation that no charges shall be assigned by the Contractor, provider or other party associated with the installation, use, repair or replacement of equipment or EVV service to recipient and/or family.

Deliverables:

- a) EVV Solution Outreach and Training Plans in draft and final format prior to initial training. Date to be determined by DHSS.
- b) EVV Solution Training and Outreach Materials in draft and final format that must conform to the following:
 1. ADA Accessible;
 2. 508 Compliant;
 3. Use plain language and graphics; and
 4. Available in multiple languages to include, at a minimum: English, Hmong, Korean, Russian, Spanish, and Tagalog. DHSS may require additional languages.

B. Training Implementation:

- a) Contractor shall provide EVV system and aggregator training to a core group of users (approximately ten individuals), identified by DHSS, prior to User Acceptance Testing. The training shall include detailed information about the Contractor's System development methodology. Contractor shall provide technical training to agency project resources and others designated by DHSS to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.
- b) Contractor must provide comprehensive training for the EVV Solution and aggregator module to train the trainers (identified in (f) below) at least ninety (90) days prior to EVV System implementation as described in the approved Outreach and Training Plan. Contractor shall also provide the training for users added after the EVV system has been implemented (estimated at 30 per year) and ninety (90) days prior to major system updates during the course of the Contract term.
- c) Contractor's training shall be customized to meet the specific training needs of each type of user using both the EVV solution and aggregator (e.g., state agency, provider oversight, provider, direct care worker, and recipient/responsible person).
- d) Contractor shall offer and provide user training through a variety of methods to meet the needs of the learner including accessibility and languages. This shall include, but not be limited to, in-person, on-line, guided webinar and recorded webinar. DHSS must approve all in-person training, at a maximum of eight (8) training sessions to be held in three (3) urban areas to include: Anchorage, Fairbanks, and Kenai.
- e) Contractor must provide at least one web based training and a recorded video training tailored to individuals receiving service and their families or designees.
- f) Contractor must provide a train-the-trainer format training program at minimum to the following groups:
 1. Medicaid PCS Provider Agencies (2 per agency, approximately 132 people) who will be tasked with training direct care workers;
 2. Medicaid HHCS Provider Agencies (2 per agency, approximately 26 people) who will be tasked with training direct care workers in the second phase of implementation;
 3. DHSS staff (less than 20 people); and
 4. DHSS contractors (less than 20 people).
- g) Contractor shall maintain and update the training environment with current data to use during user training.

- h) Contractor shall develop written training materials including user manuals for both in-person and web-based training options. Contractor shall provide courses as necessary to meet the needs of system users.
- i) Training materials and user manuals must be available online and in hard copy upon the request of the user.
- j) Contractor shall maintain a record of individuals who have completed the EVV system training. Documentation shall include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in-person or web-based. Contractor shall upload training records to the designated DHSS SharePoint site in the Training folder. This information shall be made available in dashboard form to DHSS, provider agencies and others as appropriate. The dashboard shall live in the EVV Solution and be accessible to users within the system.
- k) Contractor shall provide information about the status of the completed training (electronically) at the individual, provider, and DHSS levels. System users, at all levels, shall not be granted access to the EVV system until training has been completed.
- l) Additional training requirements during the Maintenance & Operations period are listed under Task 16.

Deliverables:

- a) Training documentation dashboard that lives in the EVV Solution and is accessible and visible to system users and displays data using business intelligence showing a visualization of items listed in part (j) of this task for all individuals trained for the duration of the contract.
- b) User specific Training Materials.

Task 12: Operational Readiness Review

- a) Contractor must conduct an Operational Readiness Review (ORR) in addition to the requirements list in Reference B- Section 3.2.6 prior to statewide implementation of the EVV project. The ORR shall validate all operations and hardware, software, and telecommunications aspects of the EVV solution. This review must involve comparing all operational components of the system against the ORR checklists and CMS EVV Evaluation Criteria.
- b) Upon approval by DHSS, the ORR plan and checklists must be changed only if DHSS provides written approval.
- c) ORR testing must include a volume test of thirty (30) calendar days of production capacity volumes to demonstrate that the EVV solution and Contractor staff are prepared for full production.
- d) Contractor must document all issues, problems and defects identified through the ORR and make the list(s) available to DHSS by placing it on the State's EVV project SharePoint site.
- e) Contractor must develop an ORR Corrective Action Plan.
- f) Contractor must document the completion of the ORR Corrective Action Plan.
- g) Contractor must propose solutions for all issues, problems and defects identified through the ORR.
- h) Contractor must have been granted an Authority to Operate (ATO) by the OIT Department Technology Officer for DHSS and the DHSS designated Division Data Owner and DHSS Security Officer at least two (2) weeks prior to the scheduled review (see task 5 deliverable).
- i) Upon direction by DHSS, Contractor must participate in formal CMS ORR and complete the following:
 - 1. Provide a risk assessment and security audit covering vulnerability testing, penetration testing, and process and procedures. This audit must be completed by an independent third party contractor who is qualified by the federal government to perform assessments on computers that access federal information and has experience performing security assessments with other government agencies. The third party contractor and their proposed methods must be reviewed and approved by the DHSS Security Officer. The completed audit must be provided to DHSS no later than thirty (30) days prior to the scheduled ORR meeting;
 - 2. Prepare and submit required documentation at least two (2) weeks prior to scheduled review; and
 - 3. Participate in system demonstration.

- j) Upon direction by DHSS, Contractor must update user manuals and other system documentation. Updates shall be reviewed and approved by DHSS.

Deliverables:

- a) An ORR Plan that must include checklists for each functional area containing items related to the preparedness of that function for a successful implementation. These must be received for DHSS review and approval prior to sixty (60) calendar days of the scheduled Go-Live date.
- b) A completed ORR checklist within timeframes established in the approved ORR plan.
- c) ORR Corrective Action Plan approved by DHSS.
- d) Certification intake form and all evidence determined by DHSS to be essential for CMS ORR formal review submitted to the established Share Point site in draft and final format.
- e) Independent third party security assessment and audit report.
- f) Updated user manuals and system documentation.
- g) An ORR Report that documents that the Contractor and EVV system are ready to begin operations.

Task 13: Pilot Operations

- a) The Pilot Operations task must be conducted to validate the capacity and processing of the EVV in a tightly controlled production environment.
- b) Pilot Operations must include a test of actual data processing in a full operational environment. End-to-End EVV functionality including EVV aggregator must be fully tested to include:
 - 1. Provider Access,
 - 2. Visit Data Collection,
 - 3. Data Aggregation,
 - 4. Edits and Alerts,
 - 5. Reports and Dashboards, and
 - 6. Claims and Billing Validation.
- c) Pilot Operations must demonstrate data security.
- d) Demonstrate or provide results from most recent Disaster Recovery test
- e) Pilot Operations must demonstrate a fully functional EVV solution and EVV aggregator.
- d) Contractor shall recommend the requirements for successful completion of this task. Recommendations must be approved by DHSS prior to the start of Pilot Operations.
- e) Contractor shall conduct Pilot Operations as approved by DHSS at the minimum for the following stakeholders:
 - 1. Providers with existing EVV solutions using the aggregator function;
 - 2. Providers using the EVV solution in urban areas;
 - 3. Providers using the EVV solution in rural areas; and
 - 4. DHSS Contractors and internal stakeholders for claiming and reporting.

Deliverables:

- a) All documented test results of Pilot Operations.
- b) Pilot Operations requirements to be approved by DHSS.
- c) Disaster Recovery test results.
- d) Official written notification of readiness for full production operations provided to DHSS at the successful conclusion of Pilot Operations.

Task 14: System Deployment

- a) In addition to requirements in both Reference A - Sections 1.1, 3.5.5 and Reference B - Section 1.2.9, 5.2, Contractor must include Deployment Tasks as part of the Project Management Plan that describes proposed

approach, methods, tasks, tools, techniques, and notification to impacted stakeholders for deploying and installing the new system and maintaining its operation throughout the warranty period. Contractor must describe their proposed approach to installation and maintenance.

- b) Contractor shall adhere to approved entrance and exit criteria for the Deployment Task. Upon satisfying the approved criteria, Contractor shall obtain prior written approval from DHSS to:
 - 1. Begin work associated with the Deployment Task; and
 - 2. Formally acknowledge completion of the Deployment Task.
- c) Contractor shall compile and maintain a list of alternate EVV systems provisioned to use the data aggregation module for the duration of the contract.
- d) Contractor shall ensure that the EVV Solution and aggregator module is released into full-scale production environment for sustained use and performance in accordance with the approved contract and Project Management Plan. Successful completion must achieve compliance with the 21st Century Cures Act Provisions under Section 12006 no later than January 1, 2021 for PCS and January 1, 2023 for HHCS.

Deliverables:

- a) DHSS approved System Deployment tasks.
- b) List of approved alternate EVV systems.

Task 15: Project close out

- a) Post Production Support Plan, Contractor shall meet the minimum requirements listed in Reference B - Section 3.2.7. In addition, the Post Production Support Plan shall be submitted with the final plan for approval by DHSS within thirty (30) calendar days of the start of pilot operations. In addition to the requirements listed in Reference B, the Plan shall also include the following requirements:
 - 1. Provide online and telephonic user support 24 hours a day, 7 days a week, over the life of the contract;
 - 2. Ensure that online and telephonic inquiries are resolved within 24 hours, or less;
 - 3. Ensure that operators are adequately trained in order to properly assist callers or route calls.
 - 4. Collect the following information related to gap reporting and report monthly:
 - i. Date,
 - ii. Time,
 - iii. Recipient name,
 - iv. Recipient Medicaid ID,
 - v. Recipient phone number,
 - vi. City,
 - vii. Call purpose,
 - viii. Agency name,
 - ix. Agency Medicaid ID,
 - x. Contact made,
 - xi. Date and time of contact,
 - xii. First, second, and third attempts,
 - xiii. Date and time of call back, and
 - xiv. Include tabs with detailed notes for each recipient's case. These notes must show the Operator name as well as the start and end time of the call.
 - 5. Establish performance metrics and targets, subject to DHSS approval, that Contractor must use to analyze trends in calls that may help support user education or system enhancements, as well as to monitor the timeliness and effectiveness of its online and telephonic user support. Contractor shall report inquiries and performance metrics to DHSS monthly.
- b) Final deliverable acceptance

c) Delivery of final documents

Deliverables:

- a) Post Production Support Plan in draft and final format.
- b) Performance metrics and targets approved by DHSS.
- c) Monthly calls report.
- d) Final documents as specified in IT Reference B section 5.2.2.

Task 16: Maintenance and Operations

- a) The initial DDI will be completed in year one (1) of the initial contract term, and Maintenance & Operations will occur in year two (2) and three (3) of the initial term.
- b) Contractor shall adhere to the approved entrance and exit criteria for the Maintenance and Operations Task. Upon satisfying the approved criteria, Contractor shall obtain prior written approval from DHSS to:
 - 1. Begin work associated with the Maintenance and Operations Task; and
 - 2. Formally acknowledge completion of the Maintenance and Operations Task.
- c) Contractor shall establish and execute an EVV Solution Maintenance and Operations Plan to be approved by DHSS no later than thirty (30) calendar days prior to the start of Operations and Maintenance Task, unless otherwise agreed to in writing. The plan shall go into effect on the first business day of the EVV Solution implementation. The plan shall include:
 - 1. Points of contact for the Contract;
 - 2. Roles and responsibilities;
 - 3. Critical contract milestones;
 - 4. Communications plan; and
 - 5. Establish an issue resolution process (including turnaround time frames).
- d) Contractor shall include Maintenance and Operations Tasks in the Project Master Work Plan.
- e) Contractor shall perform a post implementation evaluation review approximately six (6) months after full implementation and State acceptance of all deliverables. Evaluation results shall be documented in the EVV Solution Review Report and submitted to DHSS for review and approval. Contractor's Project Manager shall participate during the formal evaluation review activities conducted by DHSS.
- f) The Contractor shall have adequate staffing and resources to identify, investigate and provide notification to DHSS, within twenty-four (24) hours upon discovery of fraud and abuse.
- g) The EVV Solution and aggregator must continue to successfully comply with the 21st Century Cures Act Provisions under Section 12006 including achieving and maintaining CMS EVV Certification.
- h) During the Operations and Maintenance Task, the EVV Contractor shall provide monthly status reports on the operation of the EVV Solution, including performance measures that must meet EVV Certification. Contractor shall develop reporting elements for DHSS consideration of the monthly status report in a format defined by DHSS.
- i) Contractor shall prepare and execute training activities for the duration of the contract in accordance with the approved EVV System Training and Outreach Plan and Materials.
- j) Throughout the Maintenance and Operations Task, the EVV Contractor shall perform maintenance on the EVV Solution at no additional cost to DHSS. DHSS defines maintenance as follows:
 - 1. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the scope of work and published design specifications;
 - 2. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests;
 - 3. Performing mass adjustments or mass changes as requested by DHSS to accommodate the EVV federal mandate;
 - 4. Performing regular maintenance as needed to support DHSS such as:

- i. Performance optimization;
 - ii. Database management;
 - iii. Software, hardware, and tools (e.g., patches, upgrades, and replacement);
 - iv. Interface (if applicable), report, and correspondence changes; and
 - v. Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
5. Using appropriate testing, configuration, and change control procedures;
 6. Updating system, user, and training documentation and online help to reflect changes that have been made to the solution. An example of an update would include adding additional service codes when requested by the State;
 7. Updating system to maintain required languages over the life of the contract;
 8. Providing independent verification of the accuracy of all translations made to the system upon DHSS request;
 9. Performing the activities above to maintain customizations implemented as part of the approved enhancement;
 10. Perform security related activities proscribed and scheduled as documented in the EVV System Security Plan (Documented in DHSS Archer Authorization Package);
 11. Annual Security Assessment Report (SAR) performed by independent third party;
 12. Resolve all unmitigated vulnerabilities in high or very high risk levels identified in the annual SAR to DHSS Security Office satisfaction; and
 13. Maintenance activities and any associated hours shall not be applied to system enhancement.
- k) It may become necessary to complete new work that was not envisioned at the time of the contract award or implementation. The parties must agree that under RFP Section 3.17 Contract Changes-Unanticipated Amendments, Contractor price proposal shall use a negotiated standard hourly billing rate, unless other arrangements are agreed.
- l) Contractor must provide Training and Outreach Plan and Materials including user manuals in draft and final format to DHSS for any updates to the EVV Solution and aggregator no less than forty-five (45) days prior to the planned date of implementation. The plan updates shall be made on the following basis:
1. Each time an EVV Solution change or upgrade is implemented, Contractor must update all pertinent training and outreach materials which must be distributed to EVV Solution users no later than one week prior to the implementation of the system change or upgrade, and uploaded to designated EVV website and designated SharePoint site; and
 2. A complete review and update shall be performed on an annual basis within thirty (30) days of the start of each contract year. The annually updated, DHSS-approved plan shall be distributed to all EVV Solution users.
- m) It is the responsibility of Contractor to update user manuals and training guides to comply with any changed in language needs that must be accommodated over the life of the contract.

Deliverables:

- a) Maintenance and Operations Plan in draft and final format.
- b) Approved Operations and Maintenance Task in the Project Master Work Plan.
- c) EVV Solution Review Report in draft and final format.
- d) CMS EVV Certification.
- e) Monthly EVV Solution operational status reports.
- f) Independent third party annual Security Assessment Report.
- g) Updated Training and Outreach materials.

Task 17: Transition Planning

The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another. Should that occur at the termination of this contract, the incumbent vendor is required to develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the division. The incumbent vendor must provide this plan within sixty (60) days of notification by the division, and the transition must be complete within 120 days.

- a) The Transition Plan developed by Contractor must address the following:
1. Maintain appropriate staffing levels that are consistent with levels provided throughout operations, for the duration of the contract.
 2. Provide an inventory listing of all EVV Solution assets, identify asset ownership, and identify assets that shall be turned over to DHSS. The Contractor shall also provide the timeline for turning over assets, and method used to transition assets to DHSS.
 3. Transition all public facing telephone numbers to the help desk and other post production support to DHSS and their newly designated EVV Contractor, to promote a seamless operational transition for EVV Solution end users.
 4. Update the Transition Plan and accurately document the approach and plan to formally transition services to DHSS and/or the new EVV Contractor. The updated plan shall be reviewed and approved by DHSS.
 5. Establish a complete and updated electronic record of the EVV project for submission to DHSS in accordance with the approved EVV Contractor Services Closeout and Transition Plan.
 6. Provide bi-weekly status reports on the operation of the EVV Solution, status of closeout and transition activities, including any measurements against performance measure and operational level agreements with this RFP. The Contractor shall work with DHSS to confirm the reporting elements of the bi-weekly status report in a format as defined by DHSS.

Deliverables:

- a) Transition Plan approved by DHSS
- b) EVV Contractor Services Transition Inventory and Assets

SEC. 3.05 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.06 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.07 CONTRACT PAYMENT

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

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

SEC. 3.08 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor shall include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one person to make three trips to Anchorage, Alaska. One of the three trips to Anchorage shall also include travel to Fairbanks and communities on the Kenai Peninsula. Travel to other locations will not be required. All travel must be approved in advance by DHSS.

State Approved Travel Guidelines

The State will cover costs associated with travel per the criteria listed below.

Expenses above these criteria must be approved in advance by the Program Manager.

- **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.
- **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.
- **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.
- **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

Note: Costs of parking violations will not be reimbursed.

Performance of Work Within United States

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.

If, as part of their proposal, the offeror is planning to store State data at an off-shore location, the offeror **MUST** specify the location of and how the data will be stored.

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

SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;
- provide experience and qualifications as listed in SEC. 4.06 EXPERIENCE AND QUALIFICATIONS; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 CONTRACT PERSONNEL

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

SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. 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.

SEC. 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

SEC. 3.15 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 Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule as the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract the contractor will be using or have access to the protected health information of DHSS, as part of services performed by the contractor.

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

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

SEC. 3.16 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the policies of insurance identified in Appendix B of the Standard Agreement Template (Attached in Section 8). Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

SEC. 3.17 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 in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

The Contractor must provide a Project/Operations Team including:

- Account Manager to oversee all financial functions;
- Project Manager to oversee software/programming issues and project management; and
- HelpDesk Manager to oversee customer care support to include provision of training and technical instruction.

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

- Title,
- Resume; listing the qualifications,

- Location(s) where work will be performed.

Requirements for Project/Operations Teams:

EVV Account Manager Qualifications

Account Manager shall have:

- A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience, within the last ten (10) years, managing systems development and implementation projects;
- Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

Project Manager shall have:

- A minimum of four (4) years of project management experience within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience, within the last ten (10) years, managing electronic visit verification systems development and implementation projects in the healthcare field;
- A minimum of two (2) years of experience, within systems design and configuration; and
- Completed at least one (1) project within the past three (3) years that involved coordination of communication, training, and outreach activities with external stakeholders
- Completed at least one (1) project within the past three (3) years that involved the procurement, receipt and make ready of computer equipment and software;
- Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated across multiple stakeholder groups;
- Currently have Project Management Professional (PMP) certification, and who has substantial experience from similar project with state government clients. The Offeror shall provide written evidence, that the candidate has a record as an outstanding communicator both in writing and orally.

EVV Help Desk Manager Qualifications:

The EVV Help Desk Manager shall have:

- A minimum of three (3) years of help desk or customer care support services experience requiring strong communication skills, within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience solving end user problems encountered in a systems or service industry environment; and
- A minimum of two (2) years of experience providing timely and successful delivery of training or technical instruction to a non-technical audience.

References. Provide three (3) references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five (5) years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offeror's organization.

If less than three (3) references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given. Offerors must provide reference names and phone numbers for projects of similar size and scope the offeror's firm has completed in the past five (5) years.

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

SEC. 4.07 DEMONSTRATIONS

If, after evaluation of the other sections of this Request for Proposals, an offeror is deemed reasonably acceptable for award, they will be invited to participate in a demonstration of their solution. Selected offerors will be asked to demonstrate specific functionality of the system via WebEx or similar web-based format. Demonstrations will be scheduled once proposals have been evaluated.

SEC. 4.08 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SEC. 4.09 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (50 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (150 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (150 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the account, project, and helpdesk managers assigned to the project meet the required experience as listed in section 4.06?
- b) Do the other individuals listed on the project team have experience on similar projects?
- c) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- d) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

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

SEC. 5.05 DEMONSTRATION (50 POINTS)

If, after evaluation of the other sections of this Request for Proposals, an offeror is deemed reasonably acceptable for award, they will be invited to participate in a demonstration of their solution. Selected offerors will be asked to demonstrate specific functionality of the system via WebEx or similar web-based format. Demonstrations will be scheduled once proposals have been evaluated. Features to be demonstrated must include:

1. Role Based Access (ability to establish roles and assign roles; how access changes as roles change);
2. Readability (reading level, alternate languages);
3. Accessibility (ADA compliance; physical and visual disabilities);
4. Logging in and Out of the System (worker, individual receiving services, other users);
5. Entering visit information (worker's name and rendering ID and individual receiving services name and Medicaid ID);
6. The ability to change system parameters;
7. System Edit configurability and management;
8. Aggregation module data collection processes for acceptance, processing and transmission between alternate EVV systems;
9. Report functionality (point and click technology, flexibility, alternate ways to present data);
10. GPS technology (network connectivity and usage in 'frontier' mode) and changing to alternate mode if unable to use GPS (telephony, web based or other method).

Length of demonstrations shall not exceed thirty (30) minutes. Once the demonstration reaches the thirty minute mark, the Procurement Specialist will terminate the demonstration immediately. Any information provided after the thirty minute mark will not be considered towards the evaluation of this section.

SEC. 5.06 CONTRACT COST (400 POINTS)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.07 ALASKA OFFEROR PREFERENCE (100 POINTS)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Grants and Contracts conference room on the 7th floor of the State Office Building in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

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

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

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

STEP 2

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

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

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

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

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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.

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.12 SOLICITATION ADVERTISING

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

SEC. 7.13 FEDERALLY IMPOSED TARRIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund

of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.

- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Offeror's Checklist
- 2) Alaska Bidder Preference Certification Form
- 3) Cost Proposal
- 4) Standard Agreement Form - Appendix A - E
- 5) EVV IT Reference A – DHSS IT Requirements
- 6) EVV IT Reference B – DHSS Project Management Requirements
- 7) EVV IT Reference D – DHSS Information Technology Standards
- 8) EVV IT Reference F – Data Destruction Information and References
- 9) EVV IT Reference H – DHSS Sample Security Authorization Package – Moderate Control Set
- 10) EVV IT Required Vendor Response – DHSS IT Requirements
- 11) EVV Functionality Requirements Matrix