

STATE OF ALASKA REQUEST FOR PROPOSALS



Alaska Resources for Integrated Eligibility Services (ARIES) System Support

RFP 210000029 – AMENDMENT #1

ISSUED: FEBRUARY 19, 2021

The Alaska Department of Health and Social Services (DHSS), Division of Public Assistance (DPA) is searching for a partner to support the ongoing maintenance of the public assistance eligibility system. This system currently processes eligibility for MAGI Medicaid but is growing to support all existing public assistance programs.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

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PROCUREMENT OFFICER
KELLIE.JULIAN@ALASKA.GOV

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 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 Alaska Department of Health and Social Services (DHSS), Division of Public Assistance (DPA) is searching for a partner to support the ongoing maintenance of the public assistance eligibility system. This system currently processes eligibility for MAGI Medicaid but is growing to support all existing public assistance programs. This system has over 400 internal users, an externally facing self-service portal, a connection to the federally facilitated healthcare marketplace, and currently issues MAGI Medicaid for over 200,000 Alaskans. An interested partner will work closely with State of Alaska technical and business staff to ensure the eligibility system is:

- Performing correctly and efficiently
- Meeting applicable security requirements
- Compliant with federal and state regulations
- Is available for staff use
- Appropriately documented

Sec. 1.02 BUDGET

The Department of Health and Social Services, Division of Public Assistance (DPA) has a maximum budget of \$7,200,000.00 for completion of this initial contract period (two (2) years). The State may choose to exercise three (3) annual renewal options anticipated to be valued at \$3,600,000.00 annually. If the full five (5) year term is executed the value is estimated to be \$18,000,000.00. Approval or continuation of a contract or any additionally identified services is contingent upon legislative appropriation.

Proposals priced at more than the maximum budget for the initial contract period (\$7,200,000.00) or higher than the total possible estimated contract amount (\$18,000,000.00) will be considered non-responsive.

Sec. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 pm Alaska Prevailing Time on ~~3/12/2021~~ 3/26/2021.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

Sec. 1.04 MINIMUM QUALIFICATIONS

In order for offers to be considered responsive, offerors must meet the following minimum prior experience requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently to ensure verification of all aspects of the minimums below.

- Contractor must have a minimum of three (3) years' experience in the last five (5) years, conducting Health and Human Services system support operations services. This experience must include maintenance and updates of an enterprise technology system
- These updates must include configuration updates and software development updates

- Demonstrated experience with similar technologies at an enterprise scale

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

Sec. 1.05 REQUIRED REVIEW

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

Sec. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Questions or comments regarding this RFP shall be submitted as [issues within this RFP's GitHub repository](#) no later than 4:00 pm on 3/1/2021, to allow the State sufficient time to respond. All questions and comments will be publicly available. Please subscribe to the repository if your firm would like updates about changes and comments. Questions or comments received after the required deadline may not be answered.

Questions may also be submitted in writing to the Procurement Officer, who will post them as issues with the GitHub repository listed above.

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

Procurement Officer: Kellie Julian
kellie.julian@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 Officer'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.).

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State 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 officer, 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: Kellie Julian, Procurement Officer
RFP Number: 210000029
RFP Title: ARIES System Support

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, the state 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 the State'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 officer 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

(f) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

Each proposal must include a signed certification form, see Section 8: Attachments.

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 officer 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 the state'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 officer after receiving the RFP from the State of Alaska Online Public Notice website.

Amendments will also be posted on this procurements GitHub repository.

Sec. 1.12 RFP SCHEDULE

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

- Issue RFP on 2/19/2021
- Deadline for receipt of questions on 3/1/2021 by 4:00 pm
- Deadline for receipt of proposals on ~~3/12/2021~~ 3/26/2021 by 4:00 pm
- Proposal Evaluation Committee complete evaluation by 4/2/2021
- State of Alaska issues Notice of Intent to Award a Contract by 4/6/2021
- State of Alaska issues contract award by 4/14/2021
- Anticipated contract start date 6/15/2021

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

The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

Sec. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation.

Interested parties may submit questions in writing per RFP Section 1.06.

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

Alaska Administrative Code (AAC) 7 designates the Department of Health and Social Services (DHSS) as having responsibility for administering the Food Stamp, Adult Public Assistance, Medical Assistance, Heating Assistance, Alaska Temporary Assistance and General Relief programs.

As a part of this designation, the DHSS Division of Public Assistance (DPA) is charged with determining eligibility for each of the programs based on state and federal regulation.

To perform this work, DPA uses several technical systems. These include a legacy mainframe system, as well as a modern MAGI Medicaid determination platform. This system is used by over 400 eligibility technicians, administrative staff, and management personnel within DPA. In addition to these users there are multiple community partners that access the system to assist in the public assistance program administration.

The MAGI Medicaid eligibility system is based on an IBM WebSphere software platform utilizing Microsoft Servers currently hosted on the State of Alaska virtual infrastructure. This virtual infrastructure is maintained by the Office of Information Technology under the Department of Administration. DHSS is currently responsible for the applications that run on this infrastructure. This environment currently contains:

Server Count

- Development -> 25 servers (24 servers-Windows 2008 R2/1 server-Windows 2016)
- Non-Prod -> 22 servers (20 servers-Windows 2008 R2/2 servers-Windows 2016)
- Production/DR -> 23 servers (21 servers-Windows 2008 R2/2 servers- Windows 2016)

The current Azure infrastructure, in limited use, is managed by DHSS.

The system communicates with multiple federal and state partners to transfer information and documentation.

DPA utilizes modern software delivery methods. We are user centric and integrate security and privacy into all our maintenance and improvement work. More information about our approach can be found at <https://github.com/AlaskaDHSS/EIS-Modernization/>

Offerors should review this repo for information that will be critical in constructing a quality proposal. Of specific interest are:

<https://github.com/AlaskaDHSS/EIS-Modernization/blob/master/how-we-work.md>

<https://github.com/AlaskaDHSS/EIS-Modernization/blob/master/tech-strategy.md>

This solicitation is for the support of the new modern eligibility platform. This platform currently contains MAGI Medicaid eligibility determination as well as a person search application. The eligibility product roadmap linked above contains plans to move all public assistance programs into one modern eligibility platform using a modular iterative approach. This support contract is for the express purpose of supporting this new modern integrated eligibility platform and all its components. The roadmap as well as the scope in section 3.01 list out those components.

Section 3. Scope of Work & Deliverables

Sec. 3.01 SCOPE OF WORK

DHSS, DPA is soliciting for a contractor to provide ongoing support that will serve to achieve the following goals:

- Stable security posture. This will be achieved through
 - Consistent scanning of new software, as well as current production software for known vulnerabilities using approved DHSS tools (Veracode, rapid 7 FISMA scanning tool, Ivanti server vulnerability monthly scanning)
 - Resolution of found security issues/vulnerabilities
 - Critical – 3 days
 - High – 7 days
 - Moderate – 15 days
 - Low – 30 days
 - Timely resolution and/or mitigation of security assessment findings or annual external penetration testing report findings
 - Timely updates to the security assessment report for the eligibility system
 - Updates to the overall system security plan (software version information, architecture diagram updates, certificate updates)
 - Updates to the plan of action and milestones document
 - Updates to the Information Security Risk Assessment (ISRA) and Privacy Impact Assessment (PIA)
 - Annual testing of the disaster recovery, business continuity, and incident response plans
- Efficient business operations for both the technical support teams as well as the DPA business units
 - Maintaining current server and technology stack software versions (this includes a development, training/user testing, and production environment. Each of these environments includes multiple virtual servers running windows 2008R2)
 - Eligibility system is hosted on a mix of
 - On-premises Windows Server 2008 R2
 - We plan to move the entire infrastructure to Windows Server 2016. This work will be a responsibility of the contractor under this contract
 - Azure platform as a service (the person search application is hosted in Azure, with a development, test, and production instance)
 - Azure infrastructure as a service
 - IBM based technology stack
 - Base WAS - WebSphere Application Server
 - Network Deployment WAS - WebSphere Application Server
 - Operational Decision Management – ODM
 - IBM Security Access Manager – ISAM
 - JAVA

- Mule community edition ESB
- Quartz Enterprise Job Scheduler
- OpenText Exstream
- Postgres DB
- Atlassian JIRA for issue tracking
- Microsoft SQL and Microsoft SQL Server Reporting Services (SSRS)
- Daily operations functions
 - Monitoring nightly batch activities and intervening to correct any failures/issues
 - Applying licenses to all system software prior to license expiration
 - Applying all needed certificates prior to expiration
 - Resolution of system issues reported to the DPA helpdesk
 - Support for unanticipated system outages which includes research and resolution
 - Performing any needed data fixes as identified by DPA/IT
 - Monitoring network and server health tools (Xymon) and resolving any issues found with DHSS IT staff
 - Completion of known regular system parameter updates (tax filing thresholds, federal poverty level, etc.)
 - Regular database health maintenance activities
- System planning and improvement
 - Evaluation and implementation of system changes as a result of CMS updates, DPA priorities or new initiatives, state or federal mandates
 - Performing user research activities to ensure that the improvements meet user needs and expectations
 - Contractor shall conduct usability testing and gather feedback from DPA workers on an ongoing basis as solutions are explored and software is delivered, and incorporate feedback
 - Improvements to overall system security as a result of internal or external audit findings
 - Capacity planning using known resources to anticipate software licensing needs, hardware and network
 - Contractor shall continuously deliver working software for use in the Alaska production environment

Sec. 3.02 PROJECT MANAGEMENT REQUIREMENTS

PROJECT MANAGEMENT

The contractor shall provide a Project Manager point of contact for the Alaska technical team for problem resolution, Program Management reporting in accordance with Program Management methodologies, and staffing requirements. Sprint plans will be developed collaboratively with the Alaska technical support team.

We manage our projects using a mix of traditionally agile processes.

These include sprint ceremonies:

- Sprint planning
- Sprint grooming

- Sprint review including product demo
- Sprint retrospective

We manage the work in each sprint using a modified Scrum process in Microsoft AzureDevOps and Microsoft Team Foundation Server. Our processes also include security throughout the effort, so we typically refer to our work as DevSecOps. You can find more information about our processes in our GitHub repo at [How We Work](https://github.com/AlaskaDHSS/EIS-Modernization/blob/master/how-we-work.md). (<https://github.com/AlaskaDHSS/EIS-Modernization/blob/master/how-we-work.md>).

A successful contractor will have experience working with clients using modern software development approaches. These approaches must include cross-functional teams that use human-centered design, build with modern technology stacks, and use an iterative, agile approach to continuously deliver working software to their clients.

DAILY OPERATIONS

Daily operations will be managed by the contractor's project manager but coordinated to and communicated with the Alaska technical support team. They may include:

- Daily standup via video
- Chat communications via MS Teams
- Manage and update user stories + workflow tasks in shared project management platform (TFS or AzureDevOps)

Sec. 3.03 TRANSITION REQUIREMENTS

TRANSITION ACTIVITIES

The contractor shall:

- Ensure and agree that all deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, and materials developed throughout this contract will be the property of the State of Alaska and in the public domain.
- During the transition to the State of Alaska and/or a new contractor, the contractor shall perform all necessary transition activities, including, but not limited to, continued full services to DPA; participation, at discretion of Alaska technical team, in meetings with the State of Alaska or new contractor to effect a smooth transition and provide detailed information on the operation of all deliverables; training of new personnel (contractor or State) during transition period, appropriate close-out of outstanding technical and related work.
- Deliver a final report that shall include list of sprint tasks completed, documentation, and link to code repository. Should the Contract be terminated prior to the end of the period of performance, the contractor shall transfer all project materials to the procurement officer within two weeks of the procurement officer's request.

Sec. 3.04 PERSONNEL

DHSS envisions the need for the following skillsets as part of the contractor team*:

- Project manager
- Scrum master (or equivalent)

- Project coordinator
- Technical lead
- Eligibility subject matter expert
- Developers (front-end, back-end or full stack)
- Researcher
- User experience designer
- Visual designer
- Business analyst
- Security consultant
- Systems administrator

* Note that one person could meet multiple of these skillset suggestions. Alternatively, multiple people could be needed to support each of these listed skillsets.

DESIRED SKILLS AND KNOWLEDGE

The contractor team shall have knowledge and skills in the following areas:

Current Eligibility System Technology: IBM WebSphere, IBM Operational Decision Manager, IBM Security Access Manager, Mule ESB, OpenText Exstream, Quartz Scheduler, MS SSRS

Microsoft Technology: Azure cloud platform, ASP.NET web applications, .NET Core framework, C# Language, SQL Server

General Technology: HTML, CSS, JavaScript, Responsive design, SQL (language), Git, Experience working with SOAP APIs and using / building REST APIs, Service-based architecture, Automated unit and integration testing, Continuous integration and continuous delivery, Atlassian JIRA administration and workflow design

Security: Minimal Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Framework, CMS security review processes

Operations Management: Support work prioritization, effective issue triage, staff management, effort estimation

KEY PERSONNEL

The following requirements related to personnel must be met:

- a) The contractor shall assign to perform this contract those persons whose résumés are submitted with its quotation and who are identified in the contractor's quotation as Key Personnel.
- b) At a minimum, a Project Manager, Eligibility SME and Technical Lead must be identified and designated as Key Personnel.

The Project Manager will be a direct liaison to the Alaska technical team. The Project Manager is responsible for the supervision and management of the contractor's personnel, technical assistance, and interface. Desired skills/experience for the Project Manager include:

- Experience in technical leadership
- Strong Ability in Agile project management techniques
- Ability to rapidly prioritize competing requirements
- Ability in technical work estimation techniques
- Ability to understand and simplify customer requirements
- Ability to communicate end user feedback to technical and design leads
- Strong communication skills
- Proven knowledge of industry standards

The Project Manager should have a minimum of three (3) years' experience in the last five (5) years leading a project for a Medicaid enterprise system.

The *Eligibility SME* should have specific experience with eligibility system operation, design, and maintenance. Specific operations background in an eligibility setting is highly valued.

The Eligibility SME should have a minimum of three (3) years' experience in the last five (5) years working in Medicaid eligibility, policy, business analysis, design, maintenance, or operation.

The *Technical Lead* should have a full understanding of the technical approach discussed in the proposal / interview and is responsible for ensuring that the contractor follows the proposed approach.

The Technical Lead should have a minimum of three (3) years' experience in the last five (5) years in a technical leadership role.

Sec. 3.05 CONTRACT TERM AND WORK SCHEDULE

The term of this contract will be from 6/15/2021 – 6/14/2023, with three (3) available annual renewal options, to be exercised at the sole discretion of the state. The full term of the contract, if every renewal is executed, will run from 6/15/2021 – 6/14/2026.

Sec. 3.06 DELIVERABLES

Based on the Scope of Work above, the contractor will complete the following deliverables:

Deliverable	Description	Due Date
Support Management Plan	Comprehensive plan that aligns with internal DHSS and DPA processes: • Basic methodology to ensure contract success • Staffing plan that outlines appropriate staffing levels and position type • Escalation plan that contains process for issue resolution as well as documented corrective action process • Prioritization planning process including integration with existing DPA change processes • Risk and issue management	45 days after full execution of contract

	• Plan to release use facing functionality (training, user notification, user testing, pilot activities). This plan needs to integrate with existing DPA plans, and will have to be built in partnership with DPA business and technical leadership • Communication plan to include both technical, business, and public facing communication regarding system changes, planned outages, unplanned outages, or general improvements • Training plan outlining information to be shared with users, methods for delivering training, document scope and format	
User Center Design Plan	• Contains strategy to integrate user research into support and maintenance activities • Method for producing discovery synthesis documentation as needed • Plan should align with https://github.com/AlaskaDHSS/EIS-Modernization/blob/master/UsabilityResearch.md	45 days after full execution of contract
Support Activities Report	This report should contain: • Activities performed • Number and percentage of completed sprint tasks from the completed sprint • Description of any software releases ○ Issues resolved ○ Versioning information ○ Code review summary ○ Security scan summary ○ Testing summary ○ Links to relevant Git branches, pull requests, and/or commits ○ Screenshots if applicable • Usability research if applicable • Training materials developed or contributed	At the end of every defined support team sprint (we assume 2-week sprint length but are open to discussion) a report will be created in the team wiki.

	- Any system change mock-up or functionality change documentation - Updates to any technical diagram or architecture - Updates to user facing documentation or technical documentation (see Attachment 8 in the RFP package) - Updates to any security documentation	
Impact Reports	The contractor shall be responsible for providing notification to the Alaska technical team when there are activities or issues outside of the contractor's control, which directly impact the contractor's performance.	This notification shall be provided in writing or via email within 24 hours of the anticipated or known impact.
Code Repository of Product	Version-controlled repository of code that comprises product. We strongly prefer that software be developed in a way that can be open sourced.	Continuously delivered. Any incomplete software will be delivered at the end of the contract.
Design Deliverables	Any mockups and/or design files if applicable, or design changes reflected in the Development Prototype. A copy of any document deliverables shall be submitted to the Alaska technical team.	End of every applicable sprint
Disaster Recovery and Business Continuity (DR/BC) Testing Report	Delivery of the results of the DR/BC testing using the guidelines developed by DHSS. Report should contain at a minimum - Any DR failures - Any BC failures - Hardware or infrastructure difficulties in resuming operations - Application and database failures - Areas where the plans should be improved or corrected	1 year after contract execution and annually thereafter
Capacity planning report	A review of current system capacity needs (hardware, network infrastructure, support staffing, support work management tools)	6 months after contract execution and every 6 months thereafter

	This report will be based on interviews with key staff made available by DHSS/DPA, as well as technical information on capacity	
Transition Plan	A document that will identify all activities necessary for an orderly transition to the State of Alaska and /or a new contractor. All deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, materials developed throughout this contract, images, logs, current procedures, and supplies will be the property of the State of Alaska and in the public domain. The plan must identify the approach to providing this data to the state in a format that is non-encrypted and is not proprietary. The plan will include, but not be limited to, the following content: - Description of the strategy and approach to turnover, with inclusion of a turnover timeline; - Delineate activities that will be transitioned to DPA and the DHSS IT staff to include the required resources and level of support; - Identification of risks to service disruption and corresponding mitigation strategies; - Description of all activities necessary to support an orderly turnover; - Identification of organizational entities responsible for, or involved in turnover activities, to include roles and responsibilities; - Explanation of how turnover activities will be planned and conducted; - Description of the approach to providing access to staff and information; - A schedule of all activities with time frames to ensure that all components of the system are included in the transition; - Description of the approach to ensuring operational quality during turnover; and - Identification of any necessary changes to operations and processes or procedures.	3 months prior to end of contract

DELIVERY INSTRUCTIONS

Code deliverables shall be submitted via Git PRs to the ARIES TFS/AzureDevOps repository. A copy of any document deliverables shall be submitted to the Alaska technical team.

INSPECTION AND ACCEPTANCE OF SERVICES

All periodic reports and deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Alaska technical team, prior to sprint conclusion and deployment to the staging and production environments.

Only the Alaska technical support team has the authority to inspect, accept, or reject all deliverables.

Acceptance of services and deliverables will be based on the criteria laid out in the quality acceptance plan. (Attachment 9 in the RFP package)

SYSTEM DOCUMENTATION

The contractor shall consult with the Alaska technical team to determine what is appropriate, effective, and essential for system documentation. The State requires, at a minimum, that the contractor will generate comprehensive and complete documentation, both within the code itself, within the source code version control system (e.g., through proper use of descriptive commit messages, issue tracking, pull requests, etc.), and as appropriate, in separate documentation, provide artifacts, and create new user stories based on each sprint.

We typically house documentation in TFS or AzureDevOps either in the built-in wiki, or as part of a repository. This allows the documents to be versioned and controlled. DHSS, DPA expects that the selected contractor will create and update documentation using these standards where appropriate.

QUALITY ASSURANCE

The contractor shall comply with the acceptable quality levels (AQL) as described in the attached quality assurance plan (QAP).

Sec. 3.07 CONTRACT TYPE

This contract will be a time and materials contract with a do not exceed amount.

Sec. 3.08 PROPOSED PAYMENT PROCEDURES

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

Sec. 3.09 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. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the discretion of the contractor as long as the location complies with the requirements listed below. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

We anticipate much of this work to be performed remotely with close collaboration between the project team via digital communication methods. There may be some occasions where an onsite visit is required, but those will be the exception rather than the rule.

In the event where an on-site presence is requested, the following State Approved Travel Guidelines apply.

The State will cover costs associated with travel per the criteria listed below. Expenses above these criteria must be approved in advance by the Project Director.

- **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

To facilitate this method of delivery and partnership it is critical that a successful contractor align with the State of Alaska time zone. The contractor's team must ensure their agile ceremonies are conducted at times that are consistent with the State of Alaska's normal business hours (8:00AM–5:00PM Alaska Standard Time). As a rule, staff should be available during these times.

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.

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

Sec. 3.11 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 not be considered in determining whether the offeror meets the requirements set forth in Sec. 1.04: Minimum Qualifications.

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; 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. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

Sec. 3.13 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. 3.14 CONTRACT PERSONNEL

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

Sec. 3.15 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. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

Sec. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

Sec. 3.18 TERMINATION FOR DEFAULT

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

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

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

The state discourages overly lengthy and costly proposals, with proposals of thirty (30) or fewer pages encouraged. The thirty (30) page limit does not include the cost proposal or appendices.

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, email 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. 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. Introduction is included in the page limit.

Sec. 4.03 TECHNICAL UNDERSTANDING AND APPROACH

Succinctly describe level of knowledge, technical expertise and overall understanding of the responsibilities as set forth in Section 3: Scope of Work & Deliverables. This is also an opportunity to discuss, either in the written proposal or during the verbal presentation, any technical risks or opportunities. This section should include your proposed plans to adhere to the technical requirements and standards listed out in attachment 9 and 10.

Technical Understanding and Approach is included in the page limit.

Sec. 4.04 PROJECT MANAGEMENT APPROACH

Succinctly describe your approach to the following areas of project management:

- Project Coordination – Describe how you will manage the necessary coordination of the different stakeholder groups both within the state and within your teams. How will you handle team communication, meeting scheduling, and day to day information sharing. How do you plan to coordinate both the agile ceremonies needed for new work, as well as the support ticket process with the existing helpdesk team and systems.
- Risk Management – Discuss how the identification, classification, mitigation and documentation of risks would be addressed.
- Issue Management – Discuss how issues will be identified, addressed or escalated as needed.

- Testing – Describe your philosophy of testing, and how you would work with the state technical support teams to integrate into the shared CI/CD pipeline. Describe how you envision incorporating user testing.
- User Research Coordination – Describe an overview of your research process and how that will tie in with other delivery activities.

Project Management Approach is included in the page limit.

Sec. 4.05 APPROACH TO USER INTERFACE AND USER EXPERIENCE DESIGN

Succinctly describe how you will perform user experience and user interface design as a part of the overall user research. Also include information about how this research will be translated into relevant user stories and ultimately into working software. DHSS, DPA expects that for any user facing system changes, there will need to be some amount of user research and design.

Approach to User Interface and User Experience Design is included in the page limit.

Sec. 4.06 STAFFING APPROACH

Provide a staffing approach that describes your understanding of the responsibilities and details the number or personnel by skill level/labor category needed to satisfy Section 3.01: Scope of Work as well as Section 3.04 Personnel.

At a minimum, in this section, provide:

- A description of your staffing methodology based on your understanding of the responsibilities;
- A breakdown of labor categories, including the title, number of personnel, and hours; and
- A list of Key Personnel by name, title, contact information, proposed duties and roles, and resumes for each proposed Key Personnel in accordance with Section 3.04: Personnel. Resumes should include a description of the experience and capability for all Key Personnel proposed for the offeror's project team. Resumes should also address the individual's technical background, education, work experience, and accomplishments related to the activities described in this RFP. The proposal of any key personnel not currently employed by the offeror or teaming partners shall be accompanied by letters of intent signed by proposed Key Personnel.

The staffing approach is included as part of your page limitation; however, resumes and letters of intent are not included in the page limitation.

Sec. 4.07 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum qualifications identified in Section 1.04 and personnel criteria identified in Section 3.04.

Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each identified Key Staff member who will work on the contract, please provide the following:

- Title and identification of the work this individual will be responsible for

- Resume and specifically related work experience.

Offerors must provide information describing work completed of a similar scope and complexity. Please provide experiences with similar technology software development, human-centered design, and continuous deployment methods.

Information about similar experience and qualifications is included as part of your page limitation.

Sec. 4.08 VERBAL PRESENTATION

Responsive offerors will be invited to participate in a verbal presentation to be evaluated. The verbal presentation will consist of a short demo and question and answer session. The entire verbal presentation will take place remotely via video chat and/or teleconference.

No.	Agenda Item	Maximum Time
1	Introductions	Approximately 5 minutes
2	Open Technical Session Including Demo	90 minutes
3	Closing Remarks	5 minutes

During the open technical session, the offeror will respond to the State's questions related to the technical aspects of the offeror's proposal. We strongly prefer a demonstration of a similar application built on like technology. This application can be a working prototype if a production application is not available for demo. This could include a short overview of an application that is built in JAVA and running on IBM WebSphere, or changes to an application that is already running on a similar technology stack. Of special note would be a demonstration of code management processes where multiple teams are working on a single code base including tools, testing, and process control. We are not interested in a demo or overview of an eligibility system that does not share similar technology and does not demonstrate the team's ability to modify and maintain the State of Alaska Eligibility System. At this time the State of Alaska is not interested in a full system replacement and does not intend to issue an RFP to do so.

Introductions will be used solely for introducing team member's names and roles on both the State and offeror teams. Time for introductions will not be allocated to business development purposes.

Although the technical factors are identified in the RFP, the core questions are not listed there. Offerors must be prepared to answer questions about the technical aspects of their proposal. The goal of these presentations is to assess the technical abilities of the proposed Key Personnel and further elaborate on their proposed technical approach described in their written proposal to accomplish the objectives of this task.

This part of the verbal presentations will not exceed 90 minutes. The Procurement Officer will strictly enforce this time limit on all presentations. There will be no follow-up session for further questions after this part of the presentation.

Presentation date and time

The State will schedule the date and time of the verbal presentations with each offeror after the solicitation closing date and receiving each offeror's quote submission. The State reserves the right to reschedule any offeror's verbal presentations date at the discretion of the procurement officer.

Presentation location

Verbal Presentations will take place via video chat, though audio may be substituted as needed. The State will coordinate and set up the meeting space accordingly (providing dial-in information or links using a tool such as WebEx, Zoom or MS Teams).

Presentation participants

Proposed Key Personnel must participate in the verbal presentation. Otherwise, the offeror will be considered non-responsive and excluded from further consideration.

Offerors may include as many participants as are necessary. Offerors should note that the State will be asking technical questions during the verbal presentation. Participants will also be asked questions related to project management (section 4.04).

All proposed Key Personnel currently employed by the offeror or its teaming partners must attend the session - the State is most interested in hearing from staff who will have a direct role in completing the tasks.

After the presentations, offerors must email the meeting organizers the names of everyone who attended.

Sec. 4.09 COST PROPOSAL

Offerors must complete the cost proposal template provided in Section 8: Attachments. 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, travel, supplies, overhead assigned to each person working on the project, and percentage of each person's time devoted to the project.

The completed cost proposal, including the proposed budget, along with any reference to pricing, is to be excluded from the body of the offeror's proposal.

Instead, it should accompany the proposal in a separate, sealed envelope if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

Sec. 4.10 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 will be 1,000

Sec. 5.01 TECHNICAL UNDERSTANDING AND APPROACH (10%)

The State will evaluate the offeror's technical approach: level of knowledge, technical expertise, and overall understanding of the requirements. The State will also evaluate the offeror's skills with similar technology software development and continuous deployment methods.

Sec. 5.02 PROJECT MANAGEMENT APPROACH (5%)

The State will evaluate the offeror's approach to project coordination, risk management, issue management, user testing, and user research coordination.

Sec. 5.03 APPROACH TO USER INTERFACE AND USER EXPERIENCE DESIGN (5%)

The State will evaluate the offeror's approach to user interface and user experience as they relate to the creation of user stories and delivery of working software.

Sec. 5.04 STAFFING APPROACH (10%)

The State will evaluate the offeror's proposed staffing methodology and skill levels/labor categories as well as the availability and relevant work experience demonstrated by Key Personnel.

Sec. 5.05 EXPERIENCE AND QUALIFICATIONS (10%)

The State will evaluate the offeror's experience in performing work of similar scope and complexity. The State will also evaluate the offeror's experience with similar technology software development, human-centered design, and continuous deployment methods.

Sec. 5.06 VERBAL PRESENTATION (20%)

The State will evaluate the offeror's response to questions regarding the technical aspects of the proposal as discussed during the verbal presentation. The State will also evaluate the offeror's technical demonstration as outlined in [Section 4.08](#).

Sec. 5.07 CONTRACT COST (40%)

Overall, 40% of the total evaluation points will be assigned to cost.

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. 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. Website:

<https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid 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 Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- mining licenses issued by Alaska Dept. of Revenue.

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

Sec. 6.03 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. 6.04 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. 6.05 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. 6.06 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 person, telephonically, or via video conference. If the contract negotiations take place in person in Alaska, the offeror will be responsible for their travel and per diem expenses.

Sec. 6.07 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. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

Sec. 6.09 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.

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. 6.10 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. 6.11 EXAMPLES: CONVERTING COST TO POINTS

Formula Used to Convert Cost to Points

STEP 1

List all proposal prices.

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 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 proposal =
33.7

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 (including all associated appendices). This form is attached in Section 8: Attachments, for your review. The contractor must comply with all 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 A PART OF THE CONTRACT

Part or 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 may be waived by the procurement officer. These may include 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.

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 ASSIGNMENT

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

Sec. 7.10 DISPUTES

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

Sec. 7.11 SEVERABILITY

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

Sec. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 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. 7.13 SOLICITATION ADVERTISING

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

Sec. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

Section 8. Attachments

Attachments Included within this document:

- 1) Cost Proposal
- 2) RFP Checklist
- 3) Proposal Evaluation Form
- 4) Certification Regarding Debarment
- 5) Standard Agreement Form - Appendices A – E (includes HIPAA BAA and NDA)
- 6) Federal Requirements
- 7) Quality Assurance Plan
- 8) Technical Documentation Example
- 9) IT Reference A – DHSS IT Requirements Agile Acquisition
- 10) IT Reference D – DHSS Information Technology Standards
- 11) IT Reference F – Data Destruction Information References
- 12) IT Reference H – DHSS Sample Security Authorization Package – Moderate Control Set

Sec. 8.01 ATTACHMENT 1 – COST PROPOSAL

The cost proposal can be found in this repository at [Attachment 1 - Cost Proposal](#)

Sec. 8.02 ATTACHMENT 2 - RFP CHECKLIST

The RFP Checklist can be found in this repository at [Attachment 2 - RFP Checklist](#)

Sec. 8.03 ATTACHMENT 3 - PROPOSAL EVALUATION FORM

The Proposal Evaluation Form can be found in this repository at [Attachment 3 - Proposal Evaluation Form](#)

Sec. 8.04 ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT

The Certification Regarding Debarment can be found in this repository at [Attachment 4 - Certification Regarding Debarment](#)

Sec. 8.05 ATTACHMENT 5 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)

The TEMPLATE Standard Agreement Form (with Appendices) can be found in this repository at [Attachment 5 - TEMPLATE Standard Agreement Form \(with Appendices\)](#)

Sec. 8.06 ATTACHMENT 6 – FEDERAL REQUIREMENTS

The Federal Requirements can be found in this repository at [Attachment 6 - Federal Requirements](#)

Sec. 8.07 ATTACHMENT 7 – QUALITY ASSURANCE PLAN

The Quality Assurance Plan can be found in this repository at [Attachment 7 - QAP](#)

Sec. 8.08 ATTACHMENT 8 – TECHNICAL DOCUMENTATION EXAMPLE

The Technical Documentation Example can be found in this repository at [Attachment 8 - Technical Documentation Example](#)

Sec. 8.09 ATTACHMENT 9 – IT REFERENCE A - DHSS IT REQUIREMENTS AGILE ACQUISITION

The DHSS IT Requirements Agile Acquisition documentation can be found in this repository at [Attachment 09 IT REFERENCE A - DHSS IT Requirements Agile Acquisition](#)

Sec. 8.10 ATTACHMENT 10 – IT REFERENCE D - DHSS INFORMATION TECHNOLOGY STANDARDS

The DHSS Information Technology Standards can be found in this repository at [Attachment 10 - IT Reference D - DHSS Information Technology Standards](#)

Sec. 8.11 ATTACHMENT 11 – IT REFERENCE F - DATA DESTRUCTION INFORMATION AND REFERENCES

The Data Destruction Information and References can be found in this repository at [Attachment 11 IT Reference F - Data Destruction Information and References](#)

Sec. 8.12 ATTACHMENT 12 – ATTACHMENT 12 IT REFERENCE H - DHSS SAMPLE SECURITY AUTHORIZATION PACKAGE - MODERATE CONTROL SET

The DHSS Sample Security Authorization Package - Moderate Control Set can be found in this repository at [Attachment 12 IT Reference H - DHSS Sample Security Authorization Package - Moderate Control Set](#)

(NOTE: ARIES requires compliance with the MARS-E 2.0 control set. This is just a sample of a department approved security authorization package)