

STATE OF ALASKA REQUEST FOR PROPOSALS



QUALITY ASSURANCE SERVICES FOR THE ALASKA MODERNIZATION PROJECT (AMP) RFP 2023-0400-0130

ISSUED JANUARY 13, 2023

THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FROM QUALIFIED PROPOSERS TO PROVIDE QUALITY ASSURANCE SERVICES FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF THE STATE OF ALASKA'S CHILD SUPPORT SYSTEM (WINSTAR) REPLACEMENT.

ISSUED BY:

DEPARTMENT OF REVENUE
DIVISION OF CHILD SUPPORT SERVICES

PRIMARY CONTACT:

DOUG STANDERWICK
PROCUREMENT OFFICER
DOUG.STANDERWICK@ALASKA.GOV
(907)465-3666

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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE RFP	3
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 PROPOSAL CONTENTS	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10 AMENDMENTS TO PROPOSALS	7
SEC. 1.11 AMENDMENTS TO THE RFP	7
SEC. 1.12 RFP SCHEDULE	7
SEC. 1.13 PRE-PROPOSAL CONFERENCE	7
SEC. 1.14 ALTERNATE PROPOSALS	8
SEC. 1.15 NEWS RELEASES	8
SECTION 2. BACKGROUND INFORMATION	9
SEC. 2.01 BACKGROUND INFORMATION	9
SEC. 2.02 PROJECT TIMELINE	9
SEC. 2.03 CURRENT TECHNICAL ENVIRONMENT	10
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	12
SEC. 3.01 SCOPE OF WORK	12
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	12
SEC. 3.03 DELIVERABLES	12
SEC. 3.04 CONTRACT TYPE	17
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	17
SEC. 3.06 CONTRACT PAYMENT	17
SEC. 3.07 LOCATION OF WORK	17
SEC. 3.08 SUBCONTRACTORS	18
SEC. 3.09 JOINT VENTURES	18
SEC. 3.10 CONTRACT PERSONNEL	18
SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	18
SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	18
SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY	18
SEC. 3.14 INDEMNIFICATION	19
SEC. 3.15 INSURANCE REQUIREMENTS	20
SEC. 3.16 TERMINATION FOR DEFAULT	20
SECTION 4. PROPOSAL FORMAT AND CONTENT	21
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	21
SEC. 4.02 INTRODUCTION	21
SEC. 4.03 UNDERSTANDING OF THE PROJECT	21
SEC. 4.04 METHODOLOGY USED FOR THE PROJECT	21
SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT	21
SEC. 4.06 EXPERIENCE AND QUALIFICATIONS	21
SEC. 4.07 COST PROPOSAL	22
SEC. 4.08 EVALUATION CRITERIA	22
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	23

SEC. 5.01	UNDERSTANDING OF THE PROJECT (5%, 50 POINTS)	23
SEC. 5.02	METHODOLOGY USED FOR THE PROJECT (5%, 50 POINTS)	23
SEC. 5.03	MANAGEMENT PLAN FOR THE PROJECT (5%, 50 POINTS)	23
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (35%, 350 POINTS).....	23
SEC. 5.05	CONTRACT COST (40%, 400 POINTS)	24
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%, 100 POINTS).....	24
SECTION 6.	GENERAL PROCESS INFORMATION	25
SEC. 6.01	INFORMAL DEBRIEFING	25
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	25
SEC. 6.03	SITE INSPECTION	25
SEC. 6.04	CLARIFICATION OF OFFERS	26
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	26
SEC. 6.06	EVALUATION OF PROPOSALS	26
SEC. 6.07	CONTRACT NEGOTIATION	26
SEC. 6.08	FAILURE TO NEGOTIATE.....	27
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	27
SEC. 6.10	PROTEST	27
SEC. 6.11	APPLICATION OF PREFERENCES	28
SEC. 6.12	ALASKA BIDDER PREFERENCE.....	28
SEC. 6.13	ALASKA VETERAN PREFERENCE	29
SEC. 6.14	ALASKA OFFEROR PREFERENCE	29
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	29
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	30
SECTION 7.	GENERAL LEGAL INFORMATION	32
SEC. 7.01	STANDARD CONTRACT PROVISIONS	32
SEC. 7.02	QUALIFIED OFFERORS	32
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT.....	32
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	32
SEC. 7.05	HUMAN TRAFFICKING	32
SEC. 7.06	RIGHT OF REJECTION	33
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	33
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	33
SEC. 7.09	ASSIGNMENTS.....	34
SEC. 7.10	DISPUTES	34
SEC. 7.11	SEVERABILITY	34
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	34
SEC. 7.13	SOLICITATION ADVERTISING	34
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	34
SECTION 8.	ATTACHMENTS.....	36
SEC. 8.01	ATTACHMENTS.....	36

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Revenue, Division of Child Support Services, is soliciting proposals from qualified proposers to provide Quality Assurance services for the design, development, and implementation (DDI) of the WinSTAR replacement system as part of the Alaska Modernization Project (AMP). The Quality Assurance Contractor (QAC)

will review and provide recommendations to the State's Project Manager regarding the acceptance of DDI contractor's deliverables for the AMP. The QAC will also provide project management support (as required) to the State's Project Manager and Project Management Office.

SEC. 1.02 BUDGET

Department of Revenue, Division of Child Support Services, estimates a budget of between \$2,000,000 and \$2,500,000 dollars for completion of this project. Proposals priced at more than \$2,500,000 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on February 3, **2023**. 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:

- Three years of experience within the past five years providing Quality Assurance services related to administrative software applications for a state government or a local government similar in size and complexity to the State of Alaska. The proposed staff must include at least one individual who performed the work cited by the offeror.
- The quality assurance team proposed by the offeror to perform the work must include at least one individual holding a current credential as a PMP (Project Management Professional) from the Project Management Institute (PMI).
- Employees proposed by the offeror to perform the work must have two years of experience in project management or quality assurance functions on software implementations for a state or local government similar in size and complexity to the State of Alaska. The software application must be successfully deployed within the contracting government agency.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: Doug Standerwick, PHONE: 907-465-3666, EMAIL: doug.standerwick@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit an electronic copy of their proposal to the procurement officer. The technical proposal and cost proposal (Attachment 1 – Cost Proposal) must be saved as separate PDF documents and emailed to doug.standerwick@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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

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 contact the issuing agency at (907) 465-3666 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

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 federal procurement laws and regulations;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- E. the Americans with Disabilities Act of 1990 (28 CFR Part 35, Title II, Subtitle A) and the regulations issued thereunder by the federal government;
- F. Access to Systems and Records (45 CFR 95.615);
- G. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148);

- H. Copeland “Anti-Kickback” Act (40 U.S.C. 3145, as supplemented by 29 CFR Part 3);
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708);
- J. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401);
- K. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended;
- L. Compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201);
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- N. Conflicts of Interest Statement: 45 CFR 75.112, (a) & (b) 45 CFR 75.327, and 45 CFR 75.328;
- O. Full and Open Competition 45 CFR 75.328;
- P. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. 45 CFR § 75.330;
- Q. Software and Ownership Rights 45 CFR 95.617;
- R. all terms and conditions set out in this RFP;
- S. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- T. 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. The QA Services vendor shall not bid on, or be awarded any contract, or subcontract to the winning vendor(s) for which it is providing direct/indirect oversight (i.e., DDI, PMO, IV&V, etc.) for the AMP.

(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 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.

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 accordingly. All times are Alaska Time.

- Issue RFP **January 13, 2023** (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.),
- Pre-proposal conference on **January 24, 2023**,
- Deadline for Receipt of Proposals **February 3, 2023**,
- Proposal Evaluation Committee complete evaluation by **February 7, 2023**,
- State of Alaska issues Notice of Intent to Award a Contract **February 10, 2023**,
(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract **March 13, 2023 (30 days for OCSE review and approval)**,
- Contract start **April 1, 2023**.

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 Revenue, 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

There will be a pre-proposal conference held via MS Teams on **January 24, 2023, at 10:00 AM** prevailing Alaska Time.

Those wishing to attend the MS Teams meeting must contact the Procurement Officer in advance to receive information on how to attend. If there are no parties wishing to attend the pre-proposal conference by **2:00 PM Alaska Time on January 23, 2023**, the pre-proposal teleconference will **not** be held.

The purpose of the pre-proposal conference is to discuss the work to be performed with prospective offerors and allow them to ask questions concerning the RFP. Offerors should read the RFP in full and come to the meeting prepared to discuss any questions or concerns.

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 State of Alaska, Department of Revenue, Child Support Services Division (CSSD) program is undertaking a system replacement project to secure a modernized child support services system for the State. The project is titled the Alaska Modernization Project (AMP). The current WinSTAR program (formerly known as NSTAR) is cumbersome to maintain and enhance due to its aging architecture. CSSD is seeking to replace this aged system with modern technology. Modern technology will better satisfy federal and State processing mandates, support the program's continued growth and evolution, and offset and avoid expensive future maintenance costs.

CSSD has undergone a lengthy feasibility study and completed an Implementation Advanced Planning Document (IAPD). Both documents have been approved for federal funding by the Office of Child Support Enforcement. The feasibility study was approved on July 18, 2022, and the IAPD was approved on December 12, 2022. A design, development, and implementation (DDI) contractor will be procured to provide and implement the WinSTAR replacement system. A contractor who can provide quality assurance support for the AMP is required. The Quality Assurance Contractor (QAC) will review the DDI contractor's deliverables and provide recommendations to the State's Project Manager. The QAC will provide project management and business analysis support to the State's Project Manager and Project Management Office. The QAC will coordinate with the State's User Acceptance Testing (UAT) Project Lead to develop a strategy for conducting and participating in UAT. The QAC will also assist the State's Project Manager by providing written assessments of unique scenarios that may occur during the course of the AMP.

Since this project is funded by the Office of Child Support Enforcement (OCSE), the AMP will also utilize the services of an Independent Verification and Validation (IV&V) contractor. The IV&V Contractor will provide quarterly assessments of all aspects of the AMP and provide a written assessment to the OCSE. This will occur throughout the project.

The AMP is a two-phased project. It consists of the DDI Phase and the Operation & Maintenance (O&M) Phase. The IV&V and QA Contractor's services will only be required during the DDI Phase of the AMP which has a projected duration of 18 months. The IV&V and QA Contractors' services will not be required during the O&M Phase of the AMP.

SEC. 2.02 PROJECT TIMELINE

The proposed solution provided by the DDI Contractor will determine the final project schedule, but **tentative** schedule is provided in the table below:

Activity	Duration	Start Date	Finish Date
Obtain OCSE approval of IV&V RFP	60 days	11/3/2022	1/3/2023
Obtain OCSE approval of QA RFP	60 days	11/2/2022	1/2/2023
Release IV&V RFP for bid	21 days	1/18/2023	2/8/2023
Release QA RFP for bid	21 days	1/10/2023	1/31/2023

Issue Notice of Intent to Award IV&V Contract	1 day	2/15/2023	2/15/2023
Issue Notice of Intent to Award QA Contract	1 day	2/7/2023	2/7/2023
Obtain OCSE Approval of IV&V Contractor selection	30 days	2/16/2023	3/20/2023
Obtain OCSE Approval of QA Contractor selection	30 days	2/24/2023	3/28/2023
Obtain OCSE approval of DDI RFP	60 days	1/15/2022	3/16/2022
Release DDI RFP for bid	21 days	3/22/2023	4/12/2023
Issue Notice of Intent to Award DDI Contract	1 day	4/19/2023	4/19/2023
Obtain OCSE Approval of DDI Contractor selection	30 days	4/20/2023	5/20/2023
Begin DDI Phase of Project	18 months	5/21/2023	11/20/2024
Begin O&M Planning Activities	3 months	8/20/2024	11/20/2024
Begin O&M Phase	24 months	11/21/2024	11/20/2026

The O&M Phase of the project will not occur until the WinSTAR replacement system has been accepted by the CSSD, implemented, deemed fully operational, and has been certified by OCSE.

SEC. 2.03 CURRENT TECHNICAL ENVIRONMENT

CSSD's current CSE is the WinSTAR system. It has been operational since 1996. WinSTAR is the statewide, automated system used to manage and track Alaska's CSE cases pursuant to Title IV-D of the Social Security Act. The WinSTAR system was previously called NSTAR until it was re-platformed in 2020 and migrated to a Linux platform. The system has been stabilized for cost and performance, but it is limited in its upgradability and user interface capabilities. Ongoing support, maintenance, and functionality enhancements are difficult to implement. Additionally, due to its antiquated technology, CSSD has a difficult time finding qualified IT staff to support the WinSTAR/NSTAR. End-users have become accustomed to the inefficiencies of having to use multiple screens to update a single case using a mainframe style TN3270 interface. The system has been functioning and meets minimum requirements. Many inefficiencies and bugs exist with the current system. Data is accurately maintained via automated and manual data manipulation.

The WinSTAR/NSTAR system is built upon the NATURAL programming language utilizing a non-relational database (ADABAS). Secondary supporting systems running on Microsoft servers utilize an interface (SQL Gateway and EntireX) directly to ADABAS. SFTP (utilizing VisualCron to schedule and run jobs) is also used to transfer data in and out of the system. These interface capabilities enable the use of other technologies such as

C#, Java, .NET, SQL, and web services (Rest and SOAP). Currently, the WinSTAR/NSTAR system has approximately 84 system interfaces with over 30 partners.

Due to the lack of modern technology, CSSD business staff usually require an average of five months to become familiar with using the system. It usually takes two years for staff to become proficient using the system.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Revenue, Division of Child Support Services, is soliciting proposals for Quality Assurance services.

The Department wants assistance to review and evaluate the Design, Development, and Implementation (DDI) contractor's deliverables, monitor and evaluate technical and user training aspects of the project, lead the User Acceptance Testing, provide recommendations before statewide implementation, provide project management support to the AMP Project Manager, and perform other services within the scope of the QA contract.

The goal of this project is to replace the existing WinSTAR system with a fully operational Child Support Enforcement system that meets all of the State's and federal requirements.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately April 1, 2023, or 30 days prior to the execution of the AMP Design, Development and Implementation contract until completion, approximately March 31, 2025.

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Note: The proposed list of deliverables may be updated prior to award of the QA service contract in order to align with the deliverables proposed by the DDI Contractor.

Deliverable	Deliverable Description
QAC-1	The QAC will provide a Management Plan to be initially delivered within the first thirty (30) days from the date of contract award and updated and delivered one-week prior to the commencement of the onsite portion of each Initial and Periodic IV&V Review. The QAC Management Plan shall contain the following: a. Resumes of all Key QAC Provider personnel; b. An organization chart reflecting the QAC's project team, including the team's place within the QAC's corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback.
QAC-2	QAC will review DDI Contractor's Staff Management Plan and provide written comments to the AMP Project Manager within 10 days or receipt of the Plan.

QAC-3	<p>QAC will review the DDI Contractor's staffing assignments of key personnel to include but not limited to:</p> <ul style="list-style-type: none"> • Project Manager, • Training Coordinator, • Key Personnel (Team Leads) and their roles and responsibilities, • Notice of Staff Change and unexpected staff changes, • References for replacement staff. <p>The QAC will provide written feedback to the AMP Project Manager within 10 days of receiving notice of personnel actions as whether or not the proposed staff assignment or change has the qualifications to successfully fulfill their role on the project.</p>
QAC-4	QAC will attend the AMP's Development Phase Initiation Meeting in Anchorage (in-person) and provide written comments on the AMP's Development Phase Initiation Meeting Memorandum within 5 days of receiving the memorandum.
QAC-5	QAC shall develop a Quality Management and Monitoring Plan. The plan shall be delivered within 15 days of the AMP Development Phase Initiation Meeting.
QAC-6	QAC will review the DDI Contractor's Project Management Plan and sub-plans for completeness, accuracy, and applicability in regard to the AMP and State's Project Management Plan and sub-plans.
QAC-7	QAC will review and provide written comments on AMP's Master Project Schedule within 10 days of receipt.
QAC 8	QAC will review updates to the DDI Contractor's Project Management Plan, sub-plans, and Project Work Plan (Schedule) updates and provide a written assessment to the AMP Project Manager within 10 days of receiving the updates.
QAC-9	QAC will review the DDI Contractor's Change Management Plan and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-10	QAC will review the DDI Contractor's Configuration Management Plan and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-11	QAC will review AMP's Bi-weekly Status Reports within 2 days of receipt and provide feedback to the AMP Project Manager.
QAC-12	QAC will attend the DDI Contractor's Bi-Weekly Status Meetings.
QAC-13	QAC will attend regular status and Project Team meetings via teleconference.
QAC-14	QAC will attend requirements gathering and validation sessions via teleconference.
QAC-15	QAC will review and provide written comments within 10 days of receipt on the accuracy of AMP's requirements documents and requirements traceability matrix (RTM) to include identifying any requirements gaps.

QAC-16	QAC will review and provide written comments on the DDI contractor's proposed implementation plan (or comparable document) within 10 days of receipt.
QAC-17	QAC will review and provide written comments on the DDI contractor's System Testing Plan (or comparable document) within 10 days of receipt.
QAC-18	QAC will review and provide written comments on the DDI contractor's proposed Training Plan (or comparable document) within 10 days of receipt.
QAC-19	QAC will review and provide written comments on the DDI contractor's proposed Data Conversion Plan (or comparable document) within 10 days of receipt.
QAC-20	QAC will review and provide written comments on the DDI Contractor's database and data conversion analysis and documentation of the analysis within 10 days of receipt.
QAC-21	QAC will review and provide written comments on the DDI contractor's proposed IT Security Plan (or comparable document) within 10 days of receipt.
QAC-22	QAC will review the DDI Contractor's Architectural Diagrams and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-23	QAC will review the DDI Contractor's Technical (Network) Architectural Diagrams and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-24	QAC will review the DDI Contractor's Information Security Risk Assessment and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-25	QAC will review the DDI Contractor's Disaster Recovery and Business Continuity Plan, and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-26	QAC will review and provide written comments on the DDI contractor's System Design Documents (or comparable documents) within 10 days of receipt.
QAC-27	QAC will review and provide written comments on the DDI Contractor's System Installation and Verification for all environments (development, testing, training, production, and disaster recovery and business continuity) within 10 days of receipt.
QAC-28	QAC will review and provide comments on the DDI's Baseline Test results within 10 days after receiving the test results.
QAC-29	QAC will attend the DDI contractor's Design Validation and Review Sessions via teleconference.
QAC-30	QAC will provide written feedback on the results of the DDI contractor's Design Validation and Review Sessions within 10 days after the sessions are completed.
QAC-31	QAC will review and provide written comments on the DDI's Unit/Module Test Plan (or comparable document) within 10 days of receiving the plan.
QAC-32	QAC will review and provide written comments on the DDI contractor's Unit/Module Test results within 10 days of receiving the results.

QAC-33	QAC will review and provide written comments on the DDI contractor's System Integration Test Plan (or comparable document) within 10 days of receiving the plan.
QAC-34	QAC will review and provide written comments on the DDI contractor's System Integration Test results within 10 days of receiving the results.
QAC-35	QAC will review and provide written comments on the DDI contractor's System Qualification Test Plan (or comparable document) within 10 days of receiving the plan.
QAC-36	QAC will review and provide written comments on the DDI contractor's System Qualification Test results within 10 days of receiving the results.
QAC-37	QAC will review and provide written comments on the DDI contractor's Regression Test Plan (or comparable document) within 10 days of receiving the plan.
QAC-38	QAC will review and provide written comments on the DDI contractor's regression testing results within 10 days of receiving the results.
QAC-39	QAC will review and provide written comment on UAT Readiness Certification within 10 days of receipt.
QAC-40	QAC will facilitate a meeting between the CSSD project leadership and the DDI within 10 days of confirmation that the system is ready for UAT to plan test activities.
QAC-41	QAC will monitor site preparation activities in Anchorage and advise the State Project Manager in writing of problems, concerns, or deficiencies.
QAC-42	QAC will review the DDI Contractor's proposed Conversion Plan and provide written feedback to the AMP Project Manager within 10 days of receiving the plan.
QAC-43	QAC will monitor Data Conversion activities and advise the State Project Manager in writing of problems, concerns, or deficiencies.
QAC-44	QAC will review and provide written comment on the DDI contractor's UAT test scripts.
QAC-45	QAC will develop additional UAT test scripts if it is advisable or necessary to supplement DDI scripts.
QAC-46	QAC will coordinate with the State's UAT Project Lead and DDI contractor and develop a UAT Strategy for the project. The UAT strategy will be a written document that will include (but not limited to) the identification of UAT testers, a UAT timeframe, test scripts not provided by the DDI contractor, and an approach for defect identification and triage.
QAC-47	QAC will be present at the UAT site in Anchorage. The period of UAT is expected to be 3 weeks in duration. The QAC will monitor the DDI contractor's UAT and System Revision process, review the DDI contractor's written UAT deliverables, and provide written comment within 10 days of receipt.
QAC-48	QAC will make a recommendation at the end of the test regarding whether or not the system is ready for implementation.

QAC-49	If the States determines it is required, the QAC will work with the State's Project Manager and State's Project Lead to conduct an abbreviated acceptance test following the DDI contractor's Regression Testing.
QAC-50	QAC will attend the replacement system implementation and conversion planning sessions, review the DDI contractor's Implementation Plan (or comparable document), and provide written comments to the State's Project Manager within days of receipt of the Implementation Plan. The written comments will include the identification of required system changes or concurrence that the replacement system and implementation strategy are acceptable.
QAC-51	The QAC will attend one of the DDI contractor's State Project Team Training Sessions and provide written comments to the State's Project Manager within 10 days of attending the session. QAC's written comments will briefly summarize the training session and primarily identify any training shortfalls.
QAC-52	The QAC will attend one of the DDI contractor's User Training Sessions and provide written comments to the State's Project Manager within 10 days of attending the session. QAC's written comments will briefly summarize the training session and primarily identify any training shortfalls.
QAC-53	QAC will review updated versions of the DDI contractor's System Operation's Support process and advise the State's Project Manager in writing of any problems, concerns, or deficiencies.
QAC-54	QAC will review the DDI contractor's comprehensive system documentation for completeness and accuracy prior to the implementation of the replacement system and provide written comments to the State's Project Manager in within 10 days of receiving the documentation.
QAC-55	QAC will review the DDI Contractor's Readiness Review Report and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-56	QAC will review the DDI Contractor's Operational Readiness Assessment and Review Report, and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-57	QAC will review the DDI Contractor's Disaster Recovery and Business Continuity Testing, and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-58	QAC will review the DDI Contractor's Turnover Completion Activity Report and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-59	QAC will review the DDI Contractor's Contingency Plan and provide written comments to the AMP Project Manager within 10 days of receipt.
QAC-60	QAC will review and provide written comment on the execution of the DDI Contractor's Go-Live process/Release Plan execution within 5 days of the event.
QAC-61	QAC will monitor and provide documentation that the DDI contractor has delivered all documentation, source code, forms, or other materials, as well as client/program data to the State Project Manager.

QAC-62	QAC will review the DDI contractor's Operations and Maintenance Plan (or comparable document) , and provide a written assessment of the plan to the State's Project Manager within 10 days of receiving the plan.
QAC-63	QAC will provide project management and business analysis support to the State under the direction of the State's Project Manager.
QAC-64	QAC will review the Technical Performance Measurement Tool Set and provide a written assessment of the proposed tools within 10 days of receipt of the proposed toolset documentation.

SEC. 3.04 CONTRACT TYPE

This contract is a firm-fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Revenue 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. 3.07 LOCATION OF WORK

The QAC is only required to be on site during certain events that are identified in this section; otherwise, the location of the work to be performed is at the QAC's discretion.

The project activities that require the QAC's attendance are:

- DDI Contractor's Development Phase Initiation Meeting;
- User Acceptance Testing;
- Go-Live/Implementation;

When the QAC is on-site, the State will provide temporary workspace for the contractor.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the required number of person(s) to make trip(s) to Anchorage, Alaska. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor 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. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 CONTRACT PERSONNEL

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

SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Revenue or the Commissioner's designee.

SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential

information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility, physical security, and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and State law, including the Social Security Act and HIPAA. The contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract are provided in IRS Pub 1075 Exhibit 7 Safeguarding Contract Language (Attachment 3). Additionally, the QAC will not be able to share or re-share Federal Tax Information (FTI) without written approval from the IRS per the direction provided in IRS Pub 1075, Section 1.9.4.

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.

Each of the contractor's employees, who will be working on the AMP, will be required to complete Attachment 4 – Contractor Confidentiality Agreement.

SEC. 3.14 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be

apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.15 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.16 TERMINATION FOR DEFAULT

If the project director or procurement 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(s) responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

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

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the State. No additional charges shall be allowed.

SEC. 4.08 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 (5%, 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 (5%, 50 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 (5%, 50 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 (35%, 350 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm:

- 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?

SEC. 5.05 CONTRACT COST (40%, 400 POINTS)

Overall, a minimum of 50% 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. 5.06 ALASKA OFFEROR PREFERENCE (10%, 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 the 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-person or via a video web conference. If the negotiations are held in-person, they will be held in the conference room 126 on the first floor of the Linny Pacillo Parking Garage Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all 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 (Attachment 5 – Alaska Bidder Preference Certification Form). 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.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(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 Offeror preference = 10 Points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all 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 Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' 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 responsive and responsible.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (Attachment 2 – Standard Contract Form for Goods and Non-Professional Services). This form is attached in **SECTION 8. ATTACHMENTS** 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

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 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 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. 7.12 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. 7.13 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

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Contract Form for Goods and Non-Professional Services
- 3) IRS Publication 1075 Exhibit 7 Contract Language Effective 06.10.22
- 4) Contractor Confidentiality Agreement
- 5) Alaska Bidder Preference Certification Form