

STATE OF ALASKA REQUEST FOR PROPOSALS



INDEPENDENT VERIFICATION AND VALIDATION SERVICES FOR THE ALASKA MODERNIZATION PROJECT (AMP) RFP 2023-0400-0136

ISSUED DATE FEBRUARY 14, 2023

THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FROM QUALIFIED PROPOSERS TO PROVIDE INDEPENDENT VERIFICATION AND VALIDATION SERVICES FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF THE WINSTAR REPLACEMENT.

ISSUED BY:

DEPARTMENT OF REVENUE
DIVISION OF CHILD SUPPORT SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Revenue, Division of Child Support Services, is soliciting proposals from qualified proposers to provide Independent Verification and Validation (IV&V) services for the design, development, and implementation (DDI) of the WinSTAR replacement system as part of the Alaska Modernization Project (AMP). The IV&V contractor will provide an independent assessment of the progress of the AMP on behalf of the Office of Child Support Enforcement (OCSE), the federal agency responsible for certifying the Child Support system and providing federal financial participation (FFP) funding. The independent assessment will be performed once a quarter and will require approximately two weeks to conduct the onsite review.

SEC. 1.02 BUDGET

Department of Revenue, Division of Child Support Services, estimates a budget of between \$600,000 and \$650,000 dollars for completion for this service. Proposals priced at more than \$650,000 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 March 16, 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:

- The company must have three years of experience within the past five years providing IV&V services related to administrative software applications for a federal, a state 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.
- Lead employees and project manager proposed by the offeror to perform the work must have two years of experience in project management or IV&V 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: Dorie Choquette, PHONE: 907-465-2313, EMAIL: dorie.choquette@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 dorie.choquette@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) 465-2313 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 there under by the federal government;
- E. the Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A)

- 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.

(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 February 14, 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 March 1, 2023,
- Deadline for Receipt of Proposals March 16, 2023,
- Proposal Evaluation Committee complete evaluation by March 23, 2023,
- State of Alaska issues Notice of Intent to Award a Contract March 28, 2023,
(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract April 27, 2023 (30 days for OCSE review and approval),
- Contract start May 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 **March 1, 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 February 28, 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 year 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 will also be procured. 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 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.

The IV&V contractor will provide an independent assessment of the progress of the AMP on behalf of the Office of Child Support Enforcement (OCSE), the federal agency responsible for certifying the Child Support system and providing federal financial participation (FFP) funding. The independent assessment will be performed once a quarter and will require approximately two weeks to conduct the onsite review. The scope of work and required deliverables for the IV&V Contractor are provided in Section 3.0.

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 24 months. The IV&V and QA Contractors' services will not be required during the Operations and Maintenance (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	1/4/2023
Obtain OCSE approval of QA RFP	60 days	11/2/2022	12/27/2022
Release IV&V RFP for bid	21 days	2/14/2023	3/16/2023
Release QA RFP for bid	21 days	1/13/2023	2/13/2023
Issue Notice of Intent to Award IV&V Contract	1 day	3/28/2023	3/28/2023

Issue Notice of Intent to Award QA Contract	1 day	2/21/2023	2/21/2023
Obtain OCSE Approval of IV&V Contractor selection	30 days	3/28/2023	4/27/2023
Obtain OCSE Approval of QA Contractor selection	30 days	2/22/2023	3/23/2023
Obtain OCSE approval of DDI RFP	60 days	12/15/2022	2/15/2023
Release DDI RFP for bid	21 days	2/22/2023	3/24/2023
Issue Notice of Intent to Award DDI Contract	1 day	4/4/2023	4/4/2023
Obtain OCSE Approval of DDI Contractor selection	30 days	4/4/2023	5/4/2023
Begin DDI Phase of Project	24 months	5/8/2023	5/8/2025
Begin O&M Planning Activities	3 months	2/8/2025	5/8/2025

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 INTRODUCTION

The Department of Revenue, Division of Child Support Services, is soliciting proposals for IV&V services.

The Department wants assistance to provide an independent assessment of the AMP performance on behalf of the OCSE, the federal agency providing the FFP funding. This assessment is independent of any State of Alaska agencies within the Department of Revenue. The independent assessment will occur once per quarter for eight quarters and will require approximately two weeks to conduct the onsite review. The IV&V contractor will provide a written assessment of their observations to the OCSE. 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 and federal requirements.

Software Verification and Validation (V&V) is a systems engineering discipline helping a development organization build quality into the application software during the software life cycle. Validation is concerned with checking that the software meets the user's needs, and Verification is concerned with checking that the system is well-engineered.

The definition of activities included under software V&V is necessarily quite broad and includes both technical and management-based activities. The Federal approach to V&V differs somewhat from the international standard for software V&V, namely that found in the Institute of Electrical and Electronic Engineers (IEEE) Standard for Software Verification and Validation (IEEE Std 1012-2004). Contrary to the international standard, Federal V&V does not require a continuous on-site presence or extensive testing, nor does it perform actual quality assurance activities or other remediations. It instead imposes periodic reviews of software development projects that include site visits employing various industry standards to conduct artifact analysis with interviews of a project's team and stakeholder in order to fashion a comprehensive "snapshot" of a project's management and technical processes at work at a given point-in-time.

Another distinction the reader will note is in the inclusion of the word "Independent" in front of Verification and Validation (V&V). In other words, Independent V&V is the set of verification and validation activities performed by an agency not under the control of the organization that is developing the software. IV&V services must be provided and managed by an organization that is technically and managerially independent of the subject software development project. This independence takes two mandatory forms. First, technical independence requires that the IV&V services provider not organizationally be or have been, nor use personnel who are, or were, involved in the software development or implementation effort, or for that matter participated in the project's initial planning and/or subsequent design. Such technical independence helps ensure every IV&V review report is free of personal or professional bias, posturing, or gold plating. Secondly, managerial independence is required of the IV&V services provider to ensure that the IV&V effort is vested in an organization departmentally and hierarchically separate from the software development and program management organizations. Such managerial independence helps ensure that the IV&V service provider is able to deliver to both State and Federal executive leadership and management, findings and recommendations of an IV&V review without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the Federal government.)

This procurement document defines the IV&V services required by CSSD in support of the AMP automation effort.

SEC. 3.02 FEDERAL ROLE IN AND PERSPECTIVE ON IV&V

For Federal purposes, the scope of IV&V has been expanded to include planning, management, and other programmatic activities in conformance with the term's usage in Federal regulations at 45 CFR 307.15(b)(10).

As previously stated, offerors to this solicitation need to be aware that the requirements of IV&V on the State's project do not necessarily conform to industry standard practices for verification and validation as defined in the IEEE Standard for Software Verification and Validation (IEEE Std 1012-2004). The Federal requirements for IV&V are, in fact, a subset of the full V&V standard defined by the IEEE Std 1012-2004. The IEEE standard describes software V&V processes as generally determining if development products of a given activity conform to the requirements of that activity, and if the software satisfies the intended use and user needs. In other words, the IEEE standard answers the dual question, "... did we build the product right, and did we build the right product?" As defined in the IEEE standards, V&V processes include activities such as assessment, analysis, measurement, inspection, and testing of software products and processes. These IV&V processes further include assessing software in the context of the system, including the operational environment, hardware, interfacing software, operators, and users. The IEEE standard seeks to assure that software V&V is performed in parallel with software development, not intermittently or at the conclusion of the software development.

However, the Federal requirements for IV&V on State automation projects are limited in their scope from the industry standard IEEE definition for V&V in two key regards:

A. IV&V of the project is not considered to be an integral process within the larger development project. Rather, it is considered to be an adjunct activity that does not fall within the managerial oversight or control of the day-to-day operation of the project's management structure, including any and all of its "umbrella" agencies. The IV&V Service Provider must maintain organizational independence and autonomy from the project's organization, and therefore has a reduced role from that normally associated with full IV&V services. In some respects, the IV&V Service Provider can be viewed as performing a "Technology Audit."

B. The IV&V Service Provider shall provide its detailed, structured reports of findings of deficiencies and recommendations for their remediation to the cognizant Federal Office at the same time as they are presented to the State. This reporting process, in accordance with Federal regulations, includes not only final report issuance, but all draft report submissions as well.

SEC. 3.03 FREQUENCY OF IV&V SERVICES

The frequency of IV&V oversight services under this procurement, resulting in a report of findings and recommendations has been determined to be quarterly. Any offeror whose proposal suggests a constant presence on or within the AMP will likely find their costs unnecessarily higher than those of an offeror who proposes to accomplish the same mission (from IV&V review initiation to final report delivery and presentation) within the otherwise defined, periodic timeframe of quarterly. For purposes of this solicitation, we believe the offeror's quarterly IV&V reviews should each take no longer than an eight to ten-week timeframe from initiation through the onsite assessment to the final report delivery and presentation. Further, though an offeror may indeed find need of multiple disciplines in the conduct of each quarterly IV&V review, great care should be taken in the formulation of its overall project work plan and proposal not to propose unnecessary layers of

management and contract oversight. From the State's perspective, excessive management staffing in an offer's IV&V review team is neither desirable nor appropriate and should be avoided.

SEC. 3.04 CONFLICT OF INTEREST EXCLUSION

Any contractor (and its subcontractors) serving in the role of IV&V Service Contractor/Provider to the State AMP is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the subject AMP for which these IV&V services are being procured. This exclusion likewise extends to any other project within the Department that may interact with or otherwise provide services to the subject AMP or to the Department during the full term of this contract. This exclusion is executed in accordance with Federal regulations at 45 CFR Part 307.15(b)(10)(ii), which require that this IV&V effort, "... be conducted by an entity that is independent from the State (unless the State receives an exception from OCSE)." For purposes of clarity, OCSE has defined "the State" in the above regulatory citation as being a State's IT project, the IV-D agency itself, and the IV-D agency's umbrella agency or Department. The primary purpose of this exclusion is to ensure the IV&V Service Provider does not find itself involved with any real or perceived conflicts of interest. Such conflicts of interest could be alleged were the IV&V Service Provider found to be reviewing work products, deliverables, and/or processes for which they currently are or were responsible to plan, design, develop, implement, or operate. Therefore, these exclusions seek to ensure the credibility of the IV&V Service Provider, or in the words of an old colloquialism, to prevent, "the fox watching the hen house." All exceptions to this conflict of interest exclusion will require Federal OCSE written approval prior to any exception being granted to the IV&V Service Provider.

SEC. 3.05 CONTRACTOR CAPABILITY

The offeror must have a demonstrated ability to perform the following activities, which are the same as those stated in Federal regulations at 45 CFR Part 307.15:

- A. Develop a project work plan. The plan must be provided directly to the cognizant Federal Office at the same time it is given to the State.
- B. Review and make recommendations on both the management of the AMP, both State and vendor, and the technical aspects of the AMP. The results of this analysis must be provided directly to the cognizant Federal Office at the same time it is given to the State.
- C. Consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the system's ability to meet program needs.
- D. Conduct an analysis of past AMP performance (schedule, budget) sufficient to identify and make recommendations for improvement.
- E. Provide a risk management assessment and capacity planning services.
- F. Develop performance metrics which allow tracking of AMP completion against milestones set by the State.
- G. The offeror must also possess corporate knowledge and experience demonstrating the following capabilities and capacities:
 - a. Develop a project management plan, including recommendations for: adequate staff; staff skills, positions and abilities; equipment resources; training and facilities; and functional responsibility and authority within a structured project organization.
 - b. Analyze AMP project management; evaluate AMP progress, resources, budget, schedules, workflow and reporting.

- c. Review and analyze AMP management planning documents.
- d. Review and analyze AMP software development documents.
- e. Review and monitor development processes to ensure they are being documented, carried out, and analyzed for improvement.
- f. Assess the AMP's Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.
- g. Perform a detailed review of AMP deliverables for accuracy, completeness, and adherence to contractual and functional requirements.
- h. Perform a detailed review of the system documentation (Requirements, Design, Training, Test, and Management Plans, etc.) for accuracy and completeness.
- i. Perform a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.
- j. Inventory and review the application software for completeness and adherence to programming standards for the AMP.
- k. Analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.
- l. Review the process for tracking of business and technical requirements to their source and review the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phase. Review the traceability of system requirements to design, code, test, and training.
- m. Assess and recommend improvement, as needed, to assure maintenance of a data center, including data center input to the AMP regarding operational and maintenance performance of the application.
- n. Assess and recommend improvement, as needed, to assure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- o. Assess and recommend improvement, as needed, to assure appropriate user and developer training is planned and carried out.
- p. Review system hardware and software configuration and report on any compatibility and obsolescence issues.
- q. Review and analyze system capacity studies.

SEC. 3.06 KEY PERSONNEL

Each proposal for IV&V services must include a resume with the experience and skills of the key personnel proposed for the IV&V Service Provider contract. For purposes of this solicitation, all contractor staff supplying services to this IV&V contract are key personnel. In addition to providing resumes for all key personnel, each proposal for IV&V services must also specify by name, the position descriptions, titles, and areas of responsibility of the IV&V personnel who actually will work on the AMP.

The contractor and the State agree that the key personnel are critical to the performance of the contract and, therefore, the State has the right of refusal for any personnel replacements, substitutions, or reassignments of duties of key personnel assigned to the IV&V services contract. The State will also be notified, in writing, of any requests for changes to the personnel assigned to the IV&V contract tasks. Likewise, after contract award, the IV&V provider shall secure written approval from the State prior to making any changes to key personnel. In all

instances, qualifications for suggested staff changes should be comparable with those being replaced. Finally, all offerors to this solicitation must be aware that the State must submit key personnel information to the cognizant Federal Office for their review and approval of those contractor's key personnel to this contract prior to contract award, and that all subsequent personnel changes may require prior Federal review and approval, and that these approvals are in addition to any State approvals.

SEC. 3.07 SCOPE OF SERVICES

Using pre-defined checklists and similar tools founded on industry standards, the IV&V Service Provider staff will interview and observe AMP Project Management staff, CSE Program staff, the AMP Development Contractor staff, observe project meetings and activities to understand the processes, procedures, and tools used in the CSE Program and AMP environments, and review and analyze for adherence to accepted, contractually-defined industry standards, all applicable and available documentation. As a result of these interactions and reviews of the applicable AMP documentation, the IV&V Service Provider will produce a structured, exception-based quarterly assessment report that objectively illustrates the strengths and weaknesses of the Project. The IV&V Service Provider will also provide recommendations for correcting the weaknesses that the assessment reports identify.

To ensure the independence of the IV&V effort, all deliverables will be submitted concurrently to OCSE when a copy is transmitted to the cognizant State Contract Manager. This includes all work plans, review checklists, Deliverables Observation Review (DOR) reports, and draft and final Quarterly Review (QR) reports. Final documents will likewise be delivered to OCSE by the IV&V Service Provider at the same time that they are submitted to the Department and agency.

(a) IV&V STANDARDS

Applicable tasks and activities will be performed in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard 1012-2004. The IV&V Service Provider will also use all other applicable, lifecycle-appropriate IEEE Standards (e.g., 12207 Software Life Cycle Process; 703 Software QA Plans; 1074 Developing Software Project Lifecycle Process; 828 Configuration Management Plans; and, 830 Requirement Specifications, etc., to name a few) in assessing the State's AMP. Further, the IV&V Service Provider will employ the Capability Maturity Model Integrated (CMMI), and the Project Management Institute's Project Management Body of Knowledge (PMBOK) Sixth Edition, and the PMBOK - Government Extension, as additional standards by which to assess the AMP. Offerors to this contract must clearly and thoroughly describe in their technical response, their approach to using, at a minimum, these three industry standards (CMMI, PMBOK, IEEE) Where an offeror has a similar, corresponding, but different set of minimum standards than those cited above, the offeror will be expected to cross-reference or otherwise map how their own standards meet the same level of detail and scope of review as the industry standards for IV&V cited herein (e.g., CMMI, PMBOK and IEEE.) Failure to provide this cross-referencing of standards in the offeror's proposal will be deemed as being non-responsive to this solicitation for purposes of evaluation of the offeror's proposal.

IV&V services will be performed periodically, through performance of quarterly IV&V reviews, as part of a larger oversight role of the day-to-day operations and management of the AMP Project by State and Federal entities. To support the IV&V Service Provider in this role in a timely manner, the IV&V Service Provider shall have complete access to AMP documents, facilities, and staff during normal business hours as required to carry out their oversight role. The IV&V Service Provider shall have access to all key staff on site at the AMP location(s)

daily, as needed to observe meetings, review deliverables and documentation, conduct interviews, etc., in order to ensure a high level of integrity and confidence in the IV&V Service Provider's AMP oversight and monitoring.

The following section contains lists of individual IV&V activities. All activities in Sections 3.07b through 3.07m, that are applicable to the AMP, are mandatory IV&V activities and considered part of this solicitation. The checked activities should be costed and scheduled in the offeror's IV&V Project Management Plan and reported on in the Initial and Periodic IV&V Reports.

(b) IV&V PROJECT MANAGEMENT

TASK ITEM	TASK #	TASK DESCRIPTION
IV&V Management Plan	IM-1	As the first deliverable the IV&V provider shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. (see <i>Deliverables</i> for more details)
Conduct Initial Review	IM-2	Prepare and deliver an Initial IV&V report on the required activities. Report on status of each activity. (see <i>Deliverables</i> for more details)
Conduct Periodic Review(s)	IM-3	Prepare and deliver a Follow-up IV&V report on the required activities. Report on status of each activity and progress since the previous report. (see <i>Deliverables</i> for more details)
Management Briefing	IM-4	Prepare and deliver a formal presentation(s) on the status of the IV&V project. Presented as required, with at least ten (10) business days' notice. No more than once a month. (see <i>Deliverables</i> for more details)

(c) PLANNING OVERSIGHT

TASK ITEM	TASK #	TASK DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.
Procurement	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
Procurement	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria is metrics based and clearly articulated within the solicitation documents.
Procurement	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the State.
Procurement	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.

(d) PROJECT MANAGEMENT

TASK ITEM	TASK #	TASK DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
Project Sponsorship	PM-2	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Management Assessment	PM-4	Evaluate project progress, resources, budget, schedules, workflow, and reporting.
Management Assessment	PM-5	Assess coordination, communication, and management to verify agencies and departments are not working independently of one another and following the communication plan.
Project Management	PM-6	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
Project Management	PM-7	Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
Project Management	PM-8	Verify milestones and completion dates are planned, monitored, and met.
Project Management	PM-9	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
Project Management	PM-10	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-12	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
Business Process Reengineering	PM-13	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
Business Process Reengineering	PM-14	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-15	Verify that a Project Risk Management Plan is created and being followed. Evaluate the projects risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.

TASK ITEM	TASK #	TASK DESCRIPTION
Change Management	PM-16	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and prepared for.
Communication Management	PM-17	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
Configuration Management	PM-18	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
Configuration Management	PM-19	Verify that all critical development documents, including but not limited to requirements, design, code and JCL are maintained under an appropriate level of control.
Configuration Management	PM-20	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
Configuration Management	PM-21	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
Configuration Management	PM-22	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
Configuration Management	PM-23	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
Configuration Management	PM-24	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-25	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
Project Estimating and Scheduling	PM-26	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
Project Estimating and Scheduling	PM-27	Examine historical data to determine if the project/department has been able to accurately estimate the time, labor and cost of software development efforts.
Project Personnel	PM-28	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
Project Personnel	PM-29	Evaluate the State's hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
Project Personnel	PM-30	Evaluate the State's personnel policies to verify that staff turnover will be minimized.

TASK ITEM	TASK #	TASK DESCRIPTION
Project Organization	PM-31	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Project Organization	PM-32	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
Subcontractors and External Staff	PM-33	Evaluate the use of sub-contractors or other external sources of project staff (such as IS staff from another State organization) in project development.
Subcontractors and External Staff	PM-34	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
Subcontractors and External Staff	PM-35	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.
Subcontractors and External Staff	PM-36	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
Subcontractors and External Staff	PM-37	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
State Oversight	PM-38	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
State Oversight	PM-39	Verify that the State has defined the technical and managerial inputs the contractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
State Oversight	PM-40	Verify that State staff has the ultimate responsibility for monitoring project cost and schedule.

As previously stated, the AMP is a large project consisting of multiple vendors and State personnel. The AMP Organizational Chart is provided in Figure 1.

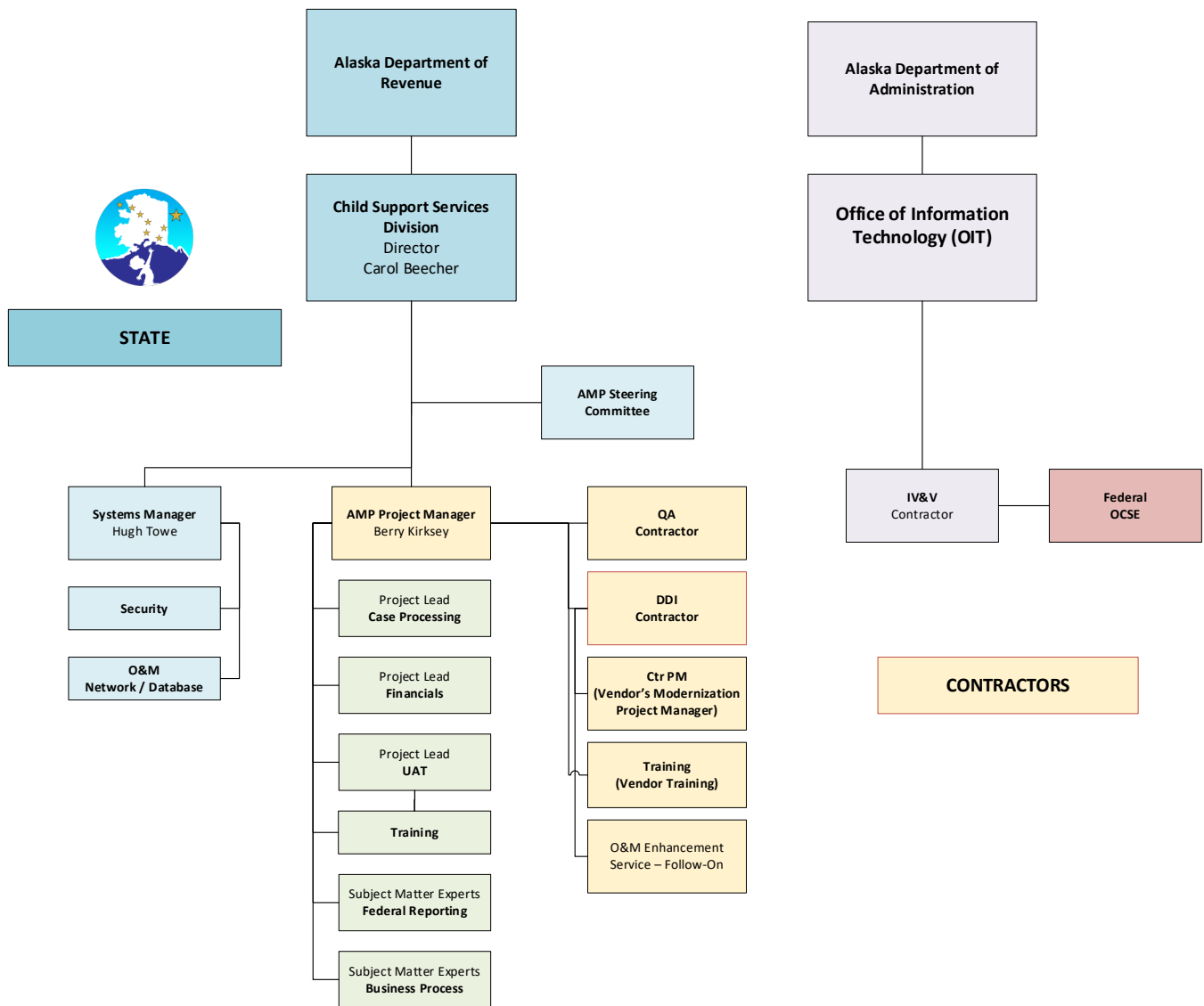


Figure 1 – AMP Organizational Chart.

(e) QUALITY MANAGEMENT

TASK ITEM	TASK #	TASK DESCRIPTION
Quality Assurance	QA-1	Evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
Quality Assurance	QA-2	Verify that QA has an appropriate level of independence from project management.
Quality Assurance	QA-3	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the project.

TASK ITEM	TASK #	TASK DESCRIPTION
Quality Assurance	QA-4	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.
Quality Assurance	QA-5	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
Quality Assurance	QA-6	Monitor the performance of the QA contractor by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.
Quality Assurance	QA-7	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
Quality Assurance	QA-8	Verify that the QA vendor provides periodic assessment of the CMM activities of the project and that the project takes action to reach and maintain its current CMM level, if applicable.
Quality Assurance	QA-9	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
Process Definition and Product Standards	QA-10	Review and make recommendations on all defined processes and product standards associated with the system development.
Process Definition and Product Standards	QA-11	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
Process Definition and Product Standards	QA-12	Verify that the processes and standards are compatible with each other and with the system development methodology.
Process Definition and Product Standards	QA-13	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel

(f) TRAINING

TASK ITEM	TASK #	TASK DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.

TASK ITEM	TASK #	TASK DESCRIPTION
User Training and Documentation	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
User Training and Documentation	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.
User Training and Documentation	TR-4	Verify that all necessary policy and process and documentation is easily available to users.
User Training and Documentation	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
Developer Training and Documentation	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
Developer Training and Documentation	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
Developer Training and Documentation	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.

(g) REQUIREMENTS MANAGEMENT

TASK ITEM	TASK #	TASK DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's process and procedures for managing requirements.
Requirements Management	RM-2	Verify that system requirements are well-defined, understood and documented.
Requirements Management	RM-3	Evaluate the allocation of system requirements to hardware and software requirements.
Requirements Management	RM-4	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
Requirements Management	RM-5	Verify that requirements are under formal configuration control.
Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.

TASK ITEM	TASK #	TASK DESCRIPTION
Security Requirements	RM-7	Evaluate the projects restrictions on system and data access.
Security Requirements	RM-8	Evaluate the projects security and risk analysis.
Security Requirements	RM-9	Verify that processes and equipment are in place to back up client and project data and files and archive them safely at appropriate intervals.
Requirements Analysis	RM-10	Verify that an analysis of client, State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
Requirements Analysis	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
Requirements Analysis	RM-12	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.
Requirements Analysis	RM-13	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs
Requirements Analysis	RM-14	Verify that user's maintenance requirements for the system are completely specified
Interface Requirements	RM-15	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes. data format, polarity, range, units, and frequency.
Requirements Analysis	RM-16	Verify those approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-17	Verify that all system requirements have been allocated to either a software or hardware subsystem.
	RM-18	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-19	If a legacy system or a transfer system is or will be used in development, verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

(h) OPERATING ENVIRONMENT

TASK ITEM	TASK #	TASK DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
System Hardware	OE-2	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth,

TASK ITEM	TASK #	TASK DESCRIPTION
		communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
System Hardware	OE-3	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
System Software	OE-4	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.
System Software	OE-5	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
System Software	OE-6	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
Database Software	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment.
Database Software	OE-9	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.
System Capacity	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
System Capacity	OE-12	Evaluate the results of any volume testing or stress testing.
System Capacity	OE-13	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth.
System Capacity	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

(i) DEVELOPMENT ENVIRONMENT

TASK ITEM	TASK #	TASK DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.

TASK ITEM	TASK #	TASK DESCRIPTION
Development Hardware	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
Development Hardware	DE-3	Current and projected vendor support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
Development Software	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
Development Software	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
Development Software	DE-7	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)
Development Software	DE-8	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.

(j) SOFTWARE DEVELOPMENT

TASK ITEM	TASK #	TASK DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
High-Level Design	SD-2	Evaluated the design products for adherence to the project design methodology and standards.
High-Level Design	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools used will be evaluated and make recommendations.
High-Level Design	SD-4	Verify that design requirements can be traced back to system requirements.
High-Level Design	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins.
Detailed Design	SD-6	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high-level design requirements.

TASK ITEM	TASK #	TASK DESCRIPTION
Detailed Design	SD-7	The design products will also be evaluated for adherence to the project design methodology and standards.
Detailed Design	SD-8	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made.
Detailed Design	SD-9	Design standards, methodology and CASE tools used will be evaluated and recommendations made.
Detailed Design	SD-10	Verify that design requirements can be traced back to system requirements and high-level design.
Detailed Design	SD-11	Verify that all design products are under configuration control and formally approved before coding begins.
Job Control	SD-12	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
Job Control	SD-13	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
Job Control	SD-14	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
Job Control	SD-15	Evaluate the appropriate use of OS scheduling software.
Job Control	SD-16	Verify that job control language scripts are under an appropriate level of configuration control as applicable.
Code	SD-17	Evaluate and make recommendations on the standards and process currently in place for code development.
Code	SD-18	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size.
Code	SD-19	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.
Code	SD-20	Evaluate the coding standards and guidelines and the projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format.
Code	SD-21	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
Code	SD-22	Evaluate the project's use of software metrics in management and quality assurance.
Unit Test	SD-23	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.

TASK ITEM	TASK #	TASK DESCRIPTION
Unit Test	SD-24	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.
Unit Test	SD-25	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

(k) SYSTEM AND ACCEPTANCE TESTING

TASK ITEM	TASK #	TASK DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
System Integration Test	ST-2	Evaluate the level of automation and the availability of the system test environment.
System Integration Test	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
System Integration Test	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.
Pilot Test	ST-5	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
Pilot Test	ST-6	Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
Pilot Test	ST-7	Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.
Pilot Test	ST-8	Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.
Pilot Test	ST-9	Verify that the test organization has an appropriate level of independence from the development organization.
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards.
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.

TASK ITEM	TASK #	TASK DESCRIPTION
Acceptance and Turnover	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
Acceptance and Turnover	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.
Acceptance and Turnover	ST-14	Verify that training in using the contractor-supplied software is- on-going throughout the development process, especially If the software is to be turned over to State staff for operation.
Acceptance and Turnover	ST-15	Review and evaluate implementation plan.

(l) DATA MANAGEMENT

TASK ITEM	TASK #	TASK DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
Data Conversion	DM-2	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
Data Conversion	DM-3	Determine conversion error rates and if the error rates are manageable.
Data Conversion	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Database Design	DM-5	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
Database Design	DM-6	Recommend improvements to existing designs to improve data integrity and system performance.
Database Design	DM-7	Evaluate the design for maintainability, scalability, refresh ability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.
Database Design	DM-8	Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.

(m) OPERATIONS OVERSIGHT

TASK ITEM	TASK #	TASK DESCRIPTION
Operational Change Tracking	OO-1	Evaluate the agency's system's change request and defect tracking processes.
	OO-2	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.
Customer & User Operational Satisfaction	OO-3	Evaluate user satisfaction with system to determine areas for improvement
Operational Goals	OO-4	Evaluate impact of system on program goals and performance standards.
Operational Documentation	OO-5	Evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Evaluate implementation of the process activities including backup, disaster recovery and day-to-day operations to verify the processes are being followed.

SEC. 3.08 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the award, approximately May 1, 2023, or 30 days prior to the execution of the AMP Design, Development, and Implementation contract until completion, approximately May 1, 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. 3.09 DELIVERABLES

The following table identifies the anticipated deliverables. The State reserves the right to request additional analyses, as needed. Likewise, the IV&V Service Provider may suggest development of additional deliverables in specific areas. The State must authorize the need for any additional deliverables prior to their development.

Where applicable, the deliverable must be developed in accordance with CMMI, PMBOK, and IEEE (or substantially and acceptably similar) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be delivered to the Federal OCSE and the State prior to its use and described in the final deliverable. All deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

Copies of all deliverables will be delivered simultaneously to the State and to the Federal OCSE. Frequencies of deliverables are quarterly and are provided in the table below. The State reserves the right to extend the due date if appropriate, due to document size, schedule, or changes in scope. The IV&V Service Provider must notify the State of an anticipated delay of a deliverable, as far in advance of the due date as possible.

A description of the IV&V contract deliverables is provided in the following table:

TASK	DELIVERABLE	TIME PERIOD
D-1. Develop IV&V Management Plan	IV&V Management Plan	<p>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 IV&V Management Plan shall contain the following:</p> <ul style="list-style-type: none"> a. Resumes of all Key IV&V Service Provider personnel; b. A schedule describing the next two-IV&V Review periods, including tasks, activities, deliverables, and milestones, and will show the schedule's critical path reflecting both IV&V Service Provider's and State's delivery and response milestones; c. An organization chart reflecting the IV&V Service Provider's team, including the team's place within the IV&V Service Provider's corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback; d. A narrative description of all deliverables, including expected format, content, and organization, to be developed and delivered during the next two IV&V Reviews (12 months); and, e. As Appendices, all applicable, Project lifecycle-appropriate IV&V Checklists to be utilized during the next two IV&V Reviews.
D-2. Develop IV&V Review Checklists	IV&V Checklists	<p>These are IV&V Checklists, presenting in Question and Answer format, elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development, and Engineering disciplines as found in IEEE, CMI, and PMBOK industry standards, at a minimum.</p> <p>The IV&V Checklists are to be compiled and delivered on an ongoing basis, with the first checklists being delivered applicable to the project lifecycle phase to be monitored and reviewed within the Initial IV&V Review period, with such checklist delivery made prior to the onsite portion of the review being performed. As IV&V work progresses and project lifecycle phases change, applicable, updated IV&V Checklists will be delivered, as needed, prior to</p>

TASK	DELIVERABLE	TIME PERIOD
		commencement of the on-site portion of that respective, periodic IV&V Review.
D-3. Conduct Initial IV&V Review	IV&V Review Activities	<p>The Initial IV&V Review will commence within sixty (60) days from the date of contract award, with the first activity of the Initial IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10-calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <ul style="list-style-type: none"> a. Submit to IV&V Contract Manager a schedule of onsite review activities to be performed with CSSD; b. Submit to IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; and; c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Service Provider. <p>Upon completion of the onsite portion of the review, the IV&V Service Provider will leave the Project site and at their own place of business review and analyze collected Project artifacts and draft the Initial IV&V Review Report.</p>
D-4. Initial IV&V Review Report	Initial IV&V Review Report (Draft and Final)	<ul style="list-style-type: none"> a. An Initial IV&V Review Report (Draft Version) will be delivered to Federal OCSE and IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the Initial IV&V Review. b. Federal OCSE will review this Draft Version and provide comments and ACF Priorities that will be incorporated to the Draft Version of the Initial IV&V Review Report and a revised report will be released to CSSD five (5) calendar days after receipt of ACF comments and Priorities to the Draft Version of the Initial IV&V Review Report. c. CSSD comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the Initial IV&V Review Report. d. The IV&V Service Provider will correct mistakes of fact to the Draft Version of

TASK	DELIVERABLE	TIME PERIOD
		<p>the Initial IV&V Review Report and append to the Draft Version all other CSSD comments, and redeliver the Initial IV&V Review Report, marked as Final, to OCSE, the IV&V Contract Manager, and the CSSD. This Final Version of the Initial IV&V Review Report deliverable concludes the Initial IV&V Review.</p>
D-5. Conduct Periodic Review(s)	Periodic IV&V Review Activities	<p>Periodic IV&V Reviews will commence six (6) months following the start of the previous IV&V review, with the first activity of the Periodic IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10 calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <ul style="list-style-type: none"> a. Submit to IV&V Contract Manager a schedule of onsite review activities to be performed with CSSD; b. Submit to IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and, d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Service Provider. <p>Upon completion of the onsite portion of the Periodic Review, the IV&V Service Provider will leave the Project site and at their own place of business review and analyze collected Project artifacts and draft the respective Periodic IV&V Review Report.</p>
D-6. Periodic IV&V Review Report	Periodic IV&V Review Report (Draft and Final)	<ul style="list-style-type: none"> a. A Periodic IV&V Review Report (Draft Version) will be delivered to Federal OCSE and IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the respective Periodic IV&V Review. b. Federal OCSE will review this Draft Version and provide comments and ACF Priorities that will be incorporated to the Draft Version of the Periodic IV&V Review Report and a revised report will be released to CSSD five (5) calendar days after receipt of ACF comments and Priorities to the Draft Version of the

TASK	DELIVERABLE	TIME PERIOD
		<p>respective Periodic IV&V Review Report.</p> <p>c. CSSD comments to the Draft Version of the Periodic IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report.</p> <p>d. The IV&V Service Provider will correct mistakes of fact to the Draft Version of the respective Periodic IV&V Review Report and append to the Draft Version all other CSSD comments, and redeliver the Periodic IV&V Review Report, marked as Final, to OCSE, the IV&V Contract Manager, and the CSSD. This Final Version of the respective Periodic IV&V Review Report deliverable concludes the respective Periodic IV&V Review.</p>
D-7. Prepare debriefing and deliver for OCSE	Formal debriefing presentation(s) to the Department, Agency, Project, and OCSE on the respective IV&V Review Report.	If desired by and requested by the CSSD, the IV&V Service Provider will prepare and deliver a debriefing related to the latest, respective (Initial or Periodic) IV&V Review Report's results to the CSSD and OCSE. Any such debriefing must be conducted within 5 calendar days of delivery of the Final Version of the respective (Initial or Periodic) IV&V Review Report. Debriefings prior to this milestone within the IV&V Services contract, whether during the course of an onsite review, or subsequent IV&V Service Provider review, analysis, and report creation timeframe, or prior to delivery of the respective IV&V Review Report under this contract, is prohibited.
D-8. Prepare and deliver invoices for payment.	Contract invoicing.	No more than once a month during active work conducting a semi-annual (Initial or Periodic) IV&V Review.
D-9. Prepare and deliver Monthly Status Reports.	Contract Status Reporting To IV&V Contract Manager.	No more than once a month during active work conducting a semi-annual (Initial or Periodic) IV&V Review, inform the IV&V Contract Manager of current contract status, availability of IV&V Service Provider key personnel, work and deliverables expectations prospective to the next 60 days in contract schedule.
D-10. Deliverable Observation Report (DOR)	Performed reviews of project artifacts, processes or deliverables not otherwise defined herein this scope of work, as-needed in a special scope of work between State and IV&V Service Provider.	If desired and requested by the Project Team, Agency, and Department, the IV&V Service Provider will prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contract Manager (for delivery to the State Project, etc.,) and OCSE, at the same time, presenting an analysis of a prescribed

TASK	DELIVERABLE	TIME PERIOD
		deliverable or other task not specifically referenced by this scope of work. Examples of such focused Deliverables Observation Reports include: a network capacity, bandwidth, and throughput analysis; and independent analysis of compliance of a project deliverable with contract specifications, etc. The State Project, Agency, and Department may receive a debriefing on the results of such a DOR from the IV&V Service Provider only with the concurrence and attendance of OCSE.
D-11. Archive Documents	Periodic Archive Creation and Delivery of all project artifacts and research materials and contract deliverables	A complete archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Workplan (PMW). Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Service Provider during the course of their latest IV&V Review. This complete archive is to be submitted in an electronic format with the respective final invoice for the IV&V Review period in question.

SEC. 3.10 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.11 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. 3.12 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. 3.13 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the Anchorage project site.

The State will provide workspace for the contractor for work performed at the Anchorage project site.

Each onsite review will not last more than two weeks.

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 nine (estimated) 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 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. 3.14 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.15 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.16 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. 3.17 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. 3.18 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. 3.19 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.

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

SEC. 3.20 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. 3.21 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. 3.22 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 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,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. At least one letter of reference not to exceed three letters of reference is required as stated in Section 1.04 of this RFP.

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the provided Submittal Form in Section 8 ATTACHMENTS. 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, IV&V requirements, 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 (25%, 250 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 and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 CONTRACT COST (50%, 500 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 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 (Attachment 5 – Alaska Bidder Preference Certification Form) attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

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 (informational sample)
- 3) IRS Publication 1075 Exhibit 7 Contract Language Effective 06.10.22
- 4) Contractor Confidentiality Agreement
- 5) Alaska Bidder Preference Certification Form
- 6) Proposal Evaluation Form