

# STATE OF ALASKA REQUEST FOR PROPOSALS



## MMIS SUPPORT SERVICES

REQUEST FOR PROPOSALS (RFP) 2023-1600-0138

ISSUED FEBRUARY 2, 2023

THE STATE IS SEEKING A CONTRACTOR TO PROVIDE MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) SUPPORT SERVICES AND RELATED OPERATIONAL EXPERTISE TO SUPPORT THE ALASKA MEDICAID PROGRAM.

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF HEALTH CARE SERVICES

PRIMARY CONTACT:

JASON GROVE, CPPB  
PROCUREMENT OFFICER  
[JASON.GROVE@ALASKA.GOV](mailto:JASON.GROVE@ALASKA.GOV)  
(907) 465-5842

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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 ABOVE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Health (DOH; State), Division of Health Care Services (HCS), is soliciting proposals from qualified and experienced firms to provide system support for the current Medicaid Management Information System (MMIS) including software development services, interfaces, and infrastructure hardware.

Administration of the Fiscal Agent (FA) services for Medicaid is outside the scope of this RFP and will be provided by HCS or its designee.

### SEC. 1.02 APPROPRIATION

Approval, continuation, or payment for a contract resulting from this RFP is contingent upon State legislative appropriation and/or availability of federal funding.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 p.m. Alaska Time on July 24, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 MANDATORY REQUIREMENTS

The mandatory requirements for this contract are provided in **Submittal Form E – Mandatory Requirements**. The Offeror must meet all of these requirements. Failure to meet all mandatory requirements will result in immediate disqualification.

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least 30 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 solicitation 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 submitted to [hss.procurement.proposal@alaska.gov](mailto:hss.procurement.proposal@alaska.gov). 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.

### SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to [hss.procurement.proposal@alaska.gov](mailto:hss.procurement.proposal@alaska.gov) as separate, clearly labeled attachments. 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 **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes.

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 above email address to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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 web site.

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. 1.11 RFP SCHEDULE

The RFP schedule below represents the State’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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		2/2/2023
Educational Meeting and Pre-Proposal Conference		2/16/2023
Deadline to Submit Questions		3/29/2023
Deadline for Receipt of Proposals / Proposal Due Date		7/24/2023
Initial Evaluations and Proposal Analysis		7/25/2023
Shortlisting		8/4/2023
Interviews Start		8/9/2023
Clarification Period Begins		8/16/2023
Notice of Intent to Award		12/1/2023

ACTIVITY	TIME	DATE
Contract Issued		12/11/2023
Start Date		12/15/2023

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 Health, 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 or prior to a fully signed contract. Contractor, and offeror are used interchangeably throughout this RFP based on context and shall mean the contractor or potential contractor for the scope of services described herein.

### SEC. 1.12 EDUCATIONAL AND PRE-PROPOSAL CONFERENCE

A virtual educational meeting and pre-proposal conference will be held from 9:00 A.M. – 11:00 A.M. Alaska Time, on February 16, 2023. The purpose of the conference is to discuss the work to be performed with the prospective offerors, allow them to ask questions concerning the RFP, and to provide a thorough education on the RFP process being used.

Link: [Click here to join the meeting](#)

Or call in (audio only):

**(907) 202-7104**

**Phone Conference ID: 601 539 162#**

To obtain the greatest benefit from this meeting, offerors are strongly encouraged to send their direct supervisory personnel/critical project team members (in lieu of executives, business development, or sales personnel). 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. 1.13 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. 1.14 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 ABOUT THE DIVISION

The Alaska Division of Health Care Services (HCS) serves as the single State agency responsible for the administration of the Medical Assistance (Medicaid) program. In 2022, Alaska’s Medicaid had an annual budget of \$2.4 billion in federal and state funds and served more than 260,000 Medicaid-eligible Alaska residents.

The MMIS is the State-owned automated medical claims adjudication system. This system integrates provider data, member data, authorization data, third-party liability (TPL) data, and service data to make an automated payment determination on medical claims submitted by medical providers and trading partners.

Alaska’s MMIS was implemented into production on October 1, 2013, and is now a stable operating system. The MMIS issues payments to medical providers, performs financial accounting and reconciliation functions, and parses data to various data repositories for State and federal reporting, backend analysis, and program management.

In 2020 HCS decided to bifurcate fiscal agent services from underlying MMIS support. HCS issued an RFP for fiscal agent services on May 5, 2021 and is anticipating these contracted services will commence in the near future. This solicitation is centered solely on the technical system operations and maintenance for the MMIS and aims to achieve the following goals:

- Achieve cost transparency in invoicing
- Reduce ongoing systems operations and maintenance expenditures
- Improve efficiency in claims processing and program maintenance
- Improve customer service and client experience
- Increase deliverable quality and turnaround times
- Increase system flexibility and capacity to adapt to changing requirements/processes
- Prepare for MMIS modernization

### SEC. 2.02 ABOUT THE EXISTING MMIS SUPPORT AGENT

Affiliated Computer Services, Inc., doing business as ACS State Healthcare, LLC. (ACS), was originally awarded the entire MMIS software and fiscal agent services scope of work in September 2007. Xerox acquired ACS in 2010 and eventually separated Medicaid-specific service-based aspects of the organization as Conduent in 2017. Although there have been changes in ownership and name, generally the same organization and staff have been supporting the work since the original contract. However, in 2022, as detailed above, the fiscal agent services are now organized under a new contract. Conduent currently retains the system support functionality.

Below is a summarized list of the business areas and functional requirements that are included in the MMIS:

1. General Requirements
2. Recipient Eligibility and Relations
3. Benefit Package
4. Provider Enrollment and Relations
5. Reference Databases
6. Service Authorizations
7. Reimbursement

8. Claims Processing
9. Claims Payment
10. Financial Services
11. Third-Party Liability (TPL)
12. Early and Periodic Screening, Diagnosis and Treatment (EPSDT)
13. Pharmacy Point of Sale (POS)
14. Data Warehouse (DW)/Decision Support System (DSS)
15. Reporting
16. Management and Operational Requirements
17. Contract Management
18. Management of System Change
19. Other Requirements
20. Emergency Planning
21. Record Retention
22. Turnover

### SEC. 2.03 FINANCIAL STRUCTURE/MODEL

The State is currently under contract with fixed pricing by general service area for MMIS services. The cost structure will change and be separated based on the requested scope of this RFP.

### SEC. 2.04 CURRENT MMIS BUSINESS SUPPORT AREAS AND CRITICAL STAFFING

Offerors should review and use each applicable functional area outlined in **Attachment C – Scope of Work**, their knowledge of MMIS, and the information provided throughout this RFP to develop a comprehensive approach to staffing and technical service support. Offerors are expected to fully support the existing MMIS and related processes by providing knowledgeable staff and a reliable modern technical infrastructure, in a manner that meets or exceeds the RFP requirements and Service Level Agreements (SLAs).

The staffing necessary for the MMIS support must be incorporated into the offeror’s cost proposal rates. Offerors must not include staffing rates or costs within the Technical Proposal. Costs shall only be included as part of **Attachment A – Submittal Form D, Section 1: MMIS Modules and Estimated Costs**, and **Attachment B – Submittal Form H, Cost Proposal**.

#### (a) CRITICAL POSITIONS

The State has identified critical personnel positions the offeror must propose for the project, as listed below. Offerors should use their knowledge of MMIS support services and the scope of this RFP to develop an organizational chart that includes the critical positions listed below and all supporting roles. Positions should be denoted as full-time or shared. The offeror shall identify those individuals they are proposing to fill the critical roles and the percentage of time they will be dedicated to this project.

Critical personnel may not be replaced without State approval. At least two weeks of notice will be provided State prior to the removal or replacement of any Critical Personnel. The offeror must provide resumes of the individual(s) proposed to replace the Critical Personnel upon request by the State. The State may request the offeror replace Critical Personnel within an agreed upon time frame.

The critical positions identified below do not preclude the offeror's general responsibility to ensure adequate staffing for the ongoing support of the MMIS.

**(I) ACCOUNT MANAGER**

The primary liaison with the state who manages the relationship with the state, ensures issues are resolved in a timely manner, and manages project scope changes through contract change orders or amendments. Proposed candidates shall have at least 5 years of experience managing accounts of similar size and scope. Bachelor's degree or at least 10 years of experience in a relevant field is also required.

**(II) SYSTEM AND TECHNOLOGY LEAD**

An information technology technical lead is responsible for assisting the technology team in solving system issues, designing new application systems, improving existing network infrastructure, and maintaining the MMIS safety and security. Proposed candidates shall have at least 5 years of experience managing systems and technology/enterprises of similar size and scope. Bachelor's degree or at least 10 years of experience in a relevant field is also required.

**(III) OPERATIONS MANAGER**

An Operations Manager oversees the daily operations of the offeror's MMIS support. They ensure issues are resolved in high-quality, timely manner and the system support provided meets the contractual obligations. Proposed candidates shall have at least 5 years of experience managing systems and staff teams of similar size and scope. Bachelor's degree or at least 10 years of experience in a relevant field is also required.

**(IV) PROJECT MANAGER (FOR PHASE I AND PHASE II)**

A project manager is accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping stakeholders informed throughout the project lifecycle. Proposed candidates shall have at least 5 years of experience managing projects of similar size and scope. Bachelor's degree or at least 10 years of experience in a relevant field is also required. Project management certifications such as PMP or ITIL are desired.

**(b) OTHER ROLES AND RESPONSIBILITIES**

The offeror shall define and identify other roles and responsibilities needed to provide ongoing MMIS support. The offeror shall provide an organizational chart that shows their proposed roles and responsibilities, the individuals they propose to fill the position, the percentage of time dedicated to the MMIS support, and the physical location of each staff member proposed.

Support staff must have appropriate certifications and credentials to support the work they are completing on behalf of DOH. Offerors shall provide the relevant credentials for all staff members included as part of their submission.

Offerors shall identify any support roles that are vacant at the time of proposal submission and provide representative staff roles, credentials, and percentage of time that will be allocated to this project.

## SEC. 2.05 HISTORICAL FACTS AND FIGURES

The following information is provided to offerors to provide additional background on the existing services and volumes:

**TABLE 1: CLAIMS PROCESSING THROUGHPUT ANALYSIS, PER FISCAL YEAR (INCLUDING ADJUSTMENTS)**

State Fiscal Year	10 Days	20 Days	30 Days	45 Days	60 Days	90 Days	90+ Days	Processed Outside MMIS	Processed In MMIS	Total
2021	6,048,534	239,836	96,306	129,202	70,256	23,259	801	664,837	6,608,194	7,273,031
2022	6,331,992	285,915	113,030	118,390	77,323	82,964	4,001	804,222	7,013,615	7,817,837

**TABLE 2: RECIPIENT AND PROVIDER DATA PER FISCAL YEAR**

	FY2021	FY2022
<b>Recipients</b>		
Recipients Enrolled-Annual Total	266,265	276,527
Recipients Enrolled-Monthly Average	246,341	259,673
Recipients Receiving Services-Annual Total	218,979	227,869
Recipients Receiving Services-Monthly Average	103,786	115,430
Recipients Receiving Services-Annual Percentage	82.24%	82.40%
<b>Providers (Billing Only)</b>		
Active Enrolled Providers -Annual Total	4,989	4,977
Active Enrolled Providers- Monthly Average	4,578	4,523
Providers Providing Services-Annual Total	3,711	3,703
Providers Providing Services-Monthly Average	2,765	2,779
Providers Providing Services-Annual Percentage	74.38%	74.40%
<b>Claim Volume (Including Adjustments)</b>		
Claims Paid-Annual Number	6,004,070	6,378,500
Claims Paid-Monthly Average	500,339	531,542
Claims Paid-Annual Value	\$2,492,282,582.65	\$2,766,804,771.66
Claims Paid-Monthly Value Average	\$207,690,215.22	\$230,567,064.31
Claims Denied-Annual Number	1,269,672	1,439,899
Claims Denied-Monthly Average	105,806	119,992

**TABLE 3: CLAIM VOLUME PER FISCAL YEAR (EXCLUDING ADJUSTMENTS)**

	FY2021	FY2022
<b>Claim Line Only-Sum of Lines Total per Fiscal Year</b>		
Dental	774,937	834,702
Inpatient	24,311	27,349
Long Term Care	36,199	32,689

Outpatient	1,716,183	1,985,317
Pharmacy	2,240,138	2,351,180
Transportation	356,297	386,781
HCBS Waiver	1,510,760	1,614,418
Crossover	1,098,811	1,304,118
Professional	2,155,825	2,511,308
Total	9,913,461	11,047,862

**SEC. 2.06 STRENGTHS AND OPPORTUNITIES**

HCS identified several strengths and opportunities for improvement that are intended to be addressed within this RFP. See sections (a) and (b) below as well as **Attachment D – Desired Future Functionality**, which highlights gaps and potential enhancement opportunities within the MMIS and supporting technologies.

**(a) STRENGTHS**

- The MMIS meets a broad range of transactional and functional needs, including claims editing, claims processing, prior authorizations, and provider enrollment.
- The State has a well-informed and involved provider community.
- There is a strong team of State subject matter experts and business/program leads.
- The State leadership is engaged/committed to meeting and exceeding federal guidelines and best-practices.
- The State is committed to future development and modernization of the Medicaid program and overall Medicaid enterprise.

**(b) OPPORTUNITIES**

With the MMIS support services RFP, HCS is looking to address several opportunities for improvement and is seeking a contractor who will:

- Partner with HCS to provide high-quality and experienced staff to assist in the management and operation of the Alaska Medicaid program.
- Implement a staffing plan that focuses on timely fulfillment of open positions with well-qualified resources.
- Provide a clear and concise plan to address operational challenges.
- Develop, implement, and maintain training plans to ensure all aspects of training are completed on time, engaging, and informative for respective project stakeholders (HCS, providers, members, and internal staff members).
- Partner with HCS to proactively move towards modernization and modularization of Alaska’s MMIS

**SEC. 2.07 EXISTING CHALLENGES**

- Various regions are experiencing workforce shortages due to Alaska’s growing health care industries.
- HCS is operating under budget constraints resulting from reductions in overall state revenues.

## SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 3.01 SUMMARY

The Department of Health, Division of Health Care Services, is soliciting proposals from qualified and experienced firms to provide statewide services to maintain and operate the MMIS. The Department has separated the system support of the MMIS from the fiscal agent services of the Medicaid program and has contracted with a contractor to provide those fiscal agent services

This RFP is seeking a contractor to perform the system maintenance and operational activities defined in **Attachment C – Scope of Work**.

### SEC. 3.02 GOALS AND OBJECTIVES

The critical goals and objectives of this solicitation include obtaining services from:

- An offeror who will bring focus on excellent customer service.
- An offeror who will expand best-practice policies and procedures that will ensure open communication between the State, contractor, and relevant stakeholders.
- An offeror who has a strong focus on quality assurance across business areas within the scope of this RFP with defined oversight and reporting.
- An offeror who will provide timely and accurate reporting of key performance metrics.
- An offeror with a successful track record who can offer a path to modularization.

### SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be for an initial period of five (5) years, with up to five (5) one-year renewal options. Renewals will be exercised at the sole discretion of the State. The State desires a modern and cost-effective MMIS. It is envisioned that modernization activities will continue during this contract period both in partnership with the awarded contractor and through future solicitations based on the best interests of the State.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor, and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

### SEC. 3.04 DELIVERABLES

The below table includes additional items and activities the offeror must complete during the project. Specific information relating to the Clarification Period is included in Section 5.17 of this RFP; the Clarification Period may require additional documentation. Offerors should be aware that some deliverables are to be submitted with their technical proposal as separate files, including: Staffing Plan, Operational Change Management Plan, and Quality Management Plan.

DELIVERABLES			
ID	Deliverable Name	Description	Delivery Timing
D01	Project Charter	State the business need, assumptions, constraints, understanding of the project, and the services that will be provided.	Initial and Final submission during Clarification Period.
D02	Stakeholder/ Communications Management Plan	<p>Provide the stakeholder register and background information on each stakeholder.</p> <p>Must provide the approach that the offeror will use to manage stakeholder engagement.</p> <p>Must provide the approach the offeror will use to manage communications, and must include the following elements:</p> <ul style="list-style-type: none"> <li>• Audience</li> <li>• Tools</li> <li>• Standing meetings (purpose, audience, frequency)</li> <li>• Reporting</li> <li>• Maintenance of contact list</li> <li>• Time frame and frequency of communications</li> <li>• Required project communications, including: staffing changes, issue and risk escalation, deliverable planning, service level agreement (SLA) reporting, etc.</li> </ul> <p>The Stakeholder/ Communications Management Plan must be updated by the offeror and approved by the State annually.</p>	<p>Initial submission during Clarification Period.</p> <p>Final draft submission within 30 calendar days of contract execution.</p>
D03	Staffing Plan	<p>Outline the proposed working location of work being performed and provide the approach the offeror will take to staff positions necessary to operate and maintain the MMIS in accordance with all requirements set forth in RFP.</p> <p>Must provide the approach the offeror will take to replace any staffing vacancies, address any missed SLAs, and/or address and staff performance issues.</p> <p>Must describe how vacancies will be tracked and reported to the State.</p>	<p>Initial submission with proposal response.</p> <p>Final draft submission during Clarification Period.</p>

ID	Deliverable Name	Description	Delivery Timing
		<p>The Staffing Plan must be updated by the offeror and approved by the State annually.</p>	
<b>D04</b>	System Support Management Plan	<p>Provide the offeror’s overall approach to managing system support, including, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Detailed program understanding</li> <li>• Scope</li> <li>• Roles and responsibilities</li> <li>• offeror value proposition</li> <li>• Approach to workflow management and ongoing process improvement</li> <li>• Approach to maintaining system support process documentation</li> <li>• Approach to maintaining a system support help desk that addresses provider and State requests for assistance, problem reporting and resolution</li> <li>• Description of the core operations support—including management approaches, licensing, infrastructure support, system maintenance and upgrades support, and reporting for each</li> <li>• Any applicable supplemental services</li> <li>• Detailed expectations around any State responsibilities</li> <li>• Detailed approach to interacting with the fiscal agent contractor</li> <li>• Approach to physical/logistical security for facilities management for any off-site server facilities</li> <li>• Describe how DOH staff or their designees may conduct on-site visits to all contractor locations supporting this contract with prior notice</li> </ul> <p>The System Support Management Plan must be updated by the offeror and approved by the State annually.</p>	<p>Initial draft submission during Clarification Period.</p> <p>Final draft submission within 60 calendar days of contract execution.</p>
<b>D05</b>	System Support Transition Plan	<p>Provide the approach and tasks the offeror will take to complete a successful transition</p>	<p>Initial submission during the Clarification Period.</p>

ID	Deliverable Name	Description	Delivery Timing
		<p>to full system support of the existing MMIS. It must include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• A project work plan that details the tasks and milestones to achieve successful transition</li> <li>• Project assumptions and constraints</li> <li>• Training and onboarding plan for the offeror’s staff that provides the training content and methodology that will be used to onboard new staff and cross train staff</li> <li>• Any additional information necessary for the successful contractor to complete the transition</li> <li>• Identified risks and issues</li> </ul>	<p>Final submission within 60 days of contract execution.</p>
<b>D06</b>	Reports Inventory	<p>Provide a complete inventory of all reports supported by the offeror. The inventory must include a unique ID, title, description, frequency, retention, and audience for each report, at a minimum.</p> <p>The Reports Inventory must be updated by the offeror and approved by the State annually.</p>	<p>Final draft submission within 90 calendar days of contract execution.</p>
<b>D07</b>	Operational Change Management Plan	<p>Provide the approach the offeror will use to conduct change management, and must include:</p> <ul style="list-style-type: none"> <li>• Operational change management approach</li> <li>• Change management tools, processes, and/or tracking</li> <li>• Establishment of a change control board</li> <li>• Regularly scheduled change control meetings</li> <li>• Process used to document change requests</li> </ul>	<p>Initial submission with proposal response.</p> <p>Final submission during Clarification Period.</p>
<b>D08</b>	Quality Management Plan	<p>Provide the approach the offeror plans to use to manage the quality of the work that is provided on the project. The Quality Management Plan must establish the</p>	<p>Initial submission with proposal response.</p> <p>Final submission during Clarification Period.</p>

ID	Deliverable Name	Description	Delivery Timing
		<p>deliverable review process and quality assurance approach for the project.</p>	
<b>D9</b>	Disaster Recovery Plan	<p>Include the offeror’s approach to working collaboratively with the Fiscal Agent contractor and State in the event of a disaster, including the offeror’s approach to collaboration and detailed restoration processes/steps. Include an impact and risk assessment of the dependencies between the Fiscal Agent contractor and the MMIS Support Services contractor, including mitigation plans for each identified concern.</p> <p>The offeror will work collaboratively with the Fiscal Agent contractor and the State to develop one combined Disaster Recovery Plan for the overall Medicaid enterprise that includes recovery point and recovery time objectives (RPO/RTO).</p>	Final submission within 120 calendar days of contract execution.
<b>D10</b>	Business Continuity Plan	<p>Provide the approach the offeror will use to ensure business continuity in the event of a disaster.</p> <p>The offeror will work collaboratively with the Fiscal Agent contractor and the State to develop one combined Business Continuity Plan for the overall Medicaid enterprise.</p>	Final submission within 120 calendar days of contract execution.
<b>D11</b>	Operational Risk and Issue Management Plan	<p>Provide the approach the offeror will use to report and manage operational risk, and must contain the following elements:</p> <ul style="list-style-type: none"> <li>• Risk management tools</li> <li>• Data sources that support risk management</li> <li>• Roles and responsibilities</li> <li>• Criticality and probability measures</li> <li>• Escalation measures</li> <li>• Mitigation techniques</li> </ul> <p>Must provide the approach the offeror plans to use to report and manage operational issues, and must contain the following elements:</p> <ul style="list-style-type: none"> <li>• Issue management tools</li> <li>• Data sources that support issue management</li> <li>• Roles and responsibilities</li> </ul>	Final submission within 60 calendar days of contract execution.

ID	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> <li>• Criticality measures</li> <li>• Escalation measures</li> <li>• Corrective action plan methodology</li> </ul> <p>Must include the offeror’s approach to assessing and communicating performance risks and/or issues resulting from the technological solution.</p> <p>Must incorporate the risk mitigation approach approved during the clarification period.</p>	
D12	Monthly SLA Reporting	<p>The offeror is wholly responsible for monitoring and reporting on performance against the SLAs within this RFP. The offeror must make available all reports and/or data used in the determination of SLA compliance and the calculation of performance. If necessary, the offeror may provide additional explanation around performance for the State’s review and consideration.</p> <p>Offerors must use the SLAs outlined in <b>Appendix B – Service Level Agreements</b> when developing draft reports.</p>	<p>Draft submission during Clarification Period.</p> <p>Final draft submission within 120 calendar days of contract execution.</p> <p>This report is due on the 10<sup>th</sup> day of each month, and must provide Monthly Reporting for the prior month’s performance.</p>
D13	Turnover and Closeout Management Plan	<p>Provide the approach the offeror will use to transition the MMIS support services to a new contractor or the State when the contract ends. The plan must include the following elements:</p> <ul style="list-style-type: none"> <li>• Approach to transferring knowledge to new contractor and/or State staff</li> <li>• Approach to delivery of project documentation</li> <li>• Approach to job shadowing</li> <li>• Approach to transferring assets, as applicable</li> <li>• Escrow, if applicable</li> <li>• Approach to securely transitioning all data</li> <li>• Certificates of destruction</li> <li>• Project Closeout Report</li> </ul>	<p>Draft submission during Clarification Period.</p> <p>Final draft submission within 120 calendar days of contract execution.</p>

ID	Deliverable Name	Description	Delivery Timing
		The Turnover and Closeout Management Plan must be updated by the offeror and approved by the State annually.	

**SEC. 3.05 UNIQUE CONSIDERATIONS**

- The State desires an aggressive transition schedule, to be fully complete by the end of November 2024.
- Alaska has unique size, remoteness, and diversity within the Medicaid populations, which increases service complexity.
- The Alaska Medicaid program is fee-for-service and does not currently have MCOs.

**SEC. 3.06 CONTRACT TYPE**

This contract is a firm fixed-price contract by itemized costs as outlined in **Attachment B – Submittal Form H, Cost Proposal**.

**SEC. 3.07 PROPOSED PAYMENT PROCEDURES**

The State is transitioning the ongoing support for MMIS services based on current systems and solutions and remains focused on future modernization.

This project is organized into four Phases: Phase I – Clarification Period, Phase II – Design, Development, and Implementation (DDI), Phase III – Operations (Ops), and Phase IV – Turnover.

No separate payments will be made for either Phase I – Clarification Period, or Phase IV – Turnover.

The offeror will be paid Phase II - DDI costs based on successful completion and State approval of key milestones.

The offeror will be paid Phase III – Ops costs based on the following:

1. Equal monthly payments by year for Monthly Operations Costs, which exclude Critical Personnel, software licensing and fees, and potential change request costs.
2. Actual Critical Personnel costs per month based on a fully burdened rate and hours worked by resource.
3. Software licensing and fees not paid directly by the State (values provided by the State for submission).
4. Approved Change Request costs based on the project staffing needs, Rate Card rates, and hours by resource, not to exceed the maximum blended rate by year. The change request hours provided within the RFP are not guaranteed. Only approved change request costs will be reimbursed.

Should the offeror fail to meet the operational performance guidelines within **Appendix B – Service Level Agreements**, the offeror will reduce their total invoice by the appropriate amount prior to submitting the invoice to the State. Invoice detail and reporting will be discussed with the successful offeror during the Clarification Period.

### SEC. 3.08 CONTRACT PAYMENT

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

### SEC. 3.09 LOCATION OF WORK

The offeror's staffing plan (Deliverable D03) must outline the proposed working location of work being performed. The State may request contractor personnel to travel onsite to Alaska with a two-week written (email) or verbal notice. The State will provide conference room access for on-site visits and meetings with Alaska. Any necessary contractor team members may be required to travel as needed to Alaska through the acceptance of Phase II at no additional cost to the State. Contractor's Critical Personnel may need to travel to Alaska as needed throughout the life of the contract at no additional cost.

The State will not provide workspace for the contractor. The offeror must provide its own workspace and facilities.

By signature on their proposal, the offeror certifies that all services provided under this contract by the offeror 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. 3.10 THIRD-PARTY SERVICE PROVIDERS

**The contractor must provide a Statement on Standards for Attestation Engagements (SSAE) 18, Type 2 (SOC 2, Type 2) on an annual basis for each year of the contract. Final reports must be provided within 60 calendar days after the end of each state fiscal year.**

Failure to provide this report may be treated as a material breach and may be a basis for a finding of default. The contractor must share the full audit report with the State, including any deficiencies and remediation required to meet audit conditions. The State will review and approve the contractor's plan of action and milestones (POA&M) and any resulting changes required to bring the services into compliance.

### SEC. 3.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP. An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractors must be approved by HCS and the substitution of the one subcontractor for another may be made only with prior written approval of the project director or procurement officer. The prime contractor (awarded

offeror) is responsible to ensure that all requirements and specifications of the contract flow down to all approved subcontractors. The State reserves the right to refuse, reject, or remove any subcontractor who fails to provide satisfactory service. All SLA metrics and reporting requirements must be met and reported on, regardless of whether the activities are performed by the prime contractor or subcontractors. Invoices shall include the prime contractor and all subcontractor due amounts by itemized billing area to ensure compliance with this requirement.

Prior to contract award and during the contract, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract. The State will also require evidence that the subcontractor possesses a valid Alaska business if they will be performing work within Alaska. If the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

### **SEC. 3.12 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.13 CONTRACT PERSONNEL**

A change of the Critical Personnel members named in the proposal or their role must be approved, in advance and in writing, by the project director or procurement officer. Approval will not be unreasonably held or delayed. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

Critical Personnel must be employees of the offeror prior to final contract signing.

### **SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.16 CONTRACT CHANGES - ANTICIPATED AMENDMENTS**

Any contract resulting from this RFP will contain a not-to-exceed dollar amount. Since the State anticipates additional services under this contract may become necessary due to MMIS modernization activities, consolidation of MMIS services across DOH Divisions, or because of current system deficiencies, the contract will

contain a clause that authorizes the State to increase the not-to-exceed amount of the contract if necessary. Any of these increases will be specific to these anticipated additional services, in accordance with the contract rates, and executed via a written contract amendment processed by the procurement officer and signed by the State and the contractor.

### **SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work that was not anticipated. 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 Department of Health Commissioner or the Commissioner's designee.

### **SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

### SEC. 3.19 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.

Acceptance of this clause is a material provision and the indemnification clause shall not be subordinate to any other provision in the offer or subsequent contract.

### SEC. 3.20 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 provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. 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.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$5,000,000 per claim /annual aggregate.

No alteration of these insurance requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

### SEC. 3.21 TERMINATION FOR DEFAULT

If the State 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 along with this RFP.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for anonymity and page limits.

**Anonymity:** Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, manufacturer or supplier names, or product names).

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

**Deliverables Submitted with Proposal:** Some Deliverables are required to be included with the offeror’s submission. These deliverables must be submitted as separate files and kept to a maximum of 25 pages per deliverable.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	NO	N/A
Submittal Form B – Service Approach – Understanding of the Project	YES	2
Submittal Form B – Service Approach – Training of Offeror’s Staff	YES	2
Submittal Form B – Service Approach – Performance Monitoring and Reporting	YES	2
Submittal Form B – Service Approach – Transition of System Services	YES	4
Submittal Form B – Service Approach – Operational Methodology	YES	4
Submittal Form C – Risk Assessment Plan – Controllable Risks	YES	2
Submittal Form C – Risk Assessment Plan – Non-Controllable Risks	YES	2
Submittal Form D1 – MMIS Modules and Estimated Costs	NO	3
Submittal Form D2 – Value-Add Options/Ideas	YES	2
Submittal Form E – Mandatory Requirements	NO	N/A
Submittal Form F – Contractual Requirements	NO	N/A
Submittal Form G – Subcontractors	NO	N/A

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form H – Cost Proposal	<b>NO</b>	N/A
Deliverables Submitted with Proposal	<b>NO</b>	25 per deliverable
<ul style="list-style-type: none"> <li>• Staffing Plan</li> <li>• Operational Change Management Plan</li> <li>• Quality Management Plan</li> </ul>		

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. The State also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

**SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)**

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP.
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g) that the offers will remain open and valid for at least 365 days; and
- h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

The Submittal Form also requests the following information:

- a. The complete name and address of offeror’s firm along with the offeror’s Tax ID.
- b. Information on the person the State should contact regarding the proposal.
- c. Names of critical team members/personnel.
- d. Addenda acknowledgement.
- e. Conflict of interest statement.
- f. All known federal requirements that apply to the proposal, proposal evaluation, or contract.

- g. Alaska preference qualifications (if applicable).

An offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### SEC. 4.04 SERVICE APPROACH (SUBMITTAL FORM B)

The offeror must complete and submit this Submittal Form. This document should demonstrate to the State that the offeror can visualize what they are going to do to successfully deliver this service. The service approach is separated into five major topics, which must address the following:

- 1) **Understanding of the Project:** provide the offeror's understanding of the scope of work and major activities that must be completed and how the project will be managed.
- 2) **Training of Offeror's Staff:** provide the offeror's approach as to how to train its staff to effectively support the existing MMIS. This should include onboarding activities, training tools and repositories used, and how the effectiveness of training will be measured.
- 3) **Performance Monitoring and Reporting:** provide the offeror's understanding of the performance and staffing requirements of this RFP. Explain the offeror's approach to tracking and managing performance metrics to meet the requirements of this RFP and minimize SLA findings.
- 4) **Transition of System Services:** provide the overall strategy and approach to transitioning services and stabilizing operations to meet the requirements of this RFP.
- 5) **Operational Methodology:** provide the offeror's overall strategy and methodology for regular operations and maintenance, including how they intend to work with their subcontractors, if any.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form. This form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limits (described in Section 4.02).

#### SEC. 4.05 RISK ASSESSMENT PLAN (SUBMITTAL FORM C)

The offeror must complete and submit this Submittal Form. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not be finished within budget, generate any change orders, or may be a source of dissatisfaction for the State. The offeror should rely on and use their experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The offeror should also explain how it will avoid or minimize the risks from occurring. If the offeror has a unique method to minimize the risk, the offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the system. The offeror should categorize the 'risks' into the following definitions:

- a. **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the offeror, or by entities/individuals that are contracted by the offeror. This includes things that are part of the technical scope of what the offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the offeror's expertise (i.e. risks that are no longer risks due to the offeror's expertise in delivering this type of project). All controllable risks and strategies to

mitigate them must be included in the offeror's base proposal cost and schedule (if there are any impact at all).

- b. **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the offeror. This may include risks attributed by the State, State personnel, parties hired by State, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the offeror, the offeror should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the offeror's base proposal cost or schedule.

Please use the following format when completing the Submittal Form:

- Risk = Title of the risk
- Description = A brief description of why the risk is a risk? Background of how the risk may impact the project/service if it occurs.
- Strategy = Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it occurs.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in RFP Section 4.02).

## SEC. 4.06 VALUE-ADD ASSESSMENT (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form which is in two separate forms. The purpose of the Value-Add Assessment is two-fold:

- 1) To provide offerors with an opportunity to identify replacement MMIS modules that would provide the State greater efficiencies and effectiveness in providing Medicaid services. Replacement modules identified may be selected for future implementation under the terms of this contract, exercised at the State's discretion. Any proposed module must have been successfully implemented in other states and meet federal and state requirements, including the Centers for Medicare & Medicaid Services (CMS) certification requirements.

Use the following format when completing **Section 1** of the Submittal Form:

- Idea = Title of the replacement MMIS module
- Description = A description of why the proposed module adds value to the client or service. For each proposed module, the offeror should provide a description of the module, what business processes the proposed module supports, the improved efficiency and effectiveness achieved in providing Medicaid services through the implementation of the module, options for connecting the replacement module to the base MMIS, and other states in which the module has been successfully implemented and certified by CMS.
- For this section of the value-add submittal the offeror should include the estimated cost for each proposed module.

**SPECIAL NOTE:** Costs provided in Submittal Form D Section 1 are not evaluated as part of the cost score and are for future consideration only.

- 2) To provide offerors with an opportunity to identify any other value-added options or ideas that may benefit the State, the project, or the service. The State has identified potential opportunities and desired functionality in **Attachment D – Desired Future Functionality** that are gaps in the current solution or new functionality. If the offeror can include more scope or service generally within the scope of the RFP, other than what is provided in **Attachment C – Scope of Work**, the offeror should provide these value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. **Value-added ideas proposed by the offeror or based on Attachment D – Desired Future Functionality, must not be included in the offeror’s base cost proposal.**

Use the following format when completing **Section 2** of the Submittal Form:

- Idea = Title of the idea/opportunity
- Description = A description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact to the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form D Section 2. This Submittal Form D Section 2 shall be kept anonymous and must not contain any names or proprietary tools/information that can be used to identify who the offeror is and cannot exceed the page limit (as described in RFP Section 4.02).

#### SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

The offeror must complete and submit this Submittal Form.

#### SEC. 4.08 CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM F)

The offeror must complete and submit this Submittal Form.

#### SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM H)

The offeror must complete and submit this Submittal Form.

#### SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

The offeror must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, hosting and licensing, 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.

Offerors must not include any financial information in their Technical Proposal, except for **Attachment A – Submittal Form D, Value-Add Assessment Section 1: MMIS Modules and Estimated Costs**. This form will not be factored into the Cost Proposal scoring.

A separate Cost Proposal must be submitted.

Offerors should reference this RFP, including the guidance provided in RFP Section 3.07 Proposed Payment Procedures, as well as the instructions found in **Attachment B – Submittal Form H, Cost Proposal** when evaluating how to respond and complete the cost tables. By submitting their proposal, the offeror guarantees their submitted

pricing for a period of no less than one year from the date of submission. The State anticipates refinement and finalization of software licensing costs during the Clarification Period; however, offerors must be acutely aware that any revision of pricing cannot affect the ranking of proposals.

Offerors will identify fixed prices for supporting the scope of work identified within this RFP, including staffing, hosting and other costs, within **Attachment B – Submittal Form H, Cost Proposal**. The cost submittal forms are provided in a Microsoft Excel workbook containing six worksheet tables:

**TABLE 1 – TOTAL COST.** Offerors must enter two sets of values on this worksheet.

1. Design, Development, and Implementation (DDI) Cost (All-Inclusive) 12 Months – this is the full and only amount that will be paid to the offeror for all transition and implementation activities.
2. Operations Cost (All Modules) – this is the complete cost to host and support all current solutions defined in this RFP (the MMIS), excluding Critical Personnel, software, and any optional future costs.

Cost Proposals will be evaluated and scored based on the Total Contractor Cost as outlined in **Table 1 – Total Cost**. The Total offeror Cost represents the maximum potential amount of all payments including optional Change Request costs, which are not guaranteed. Changes to the system through the Change Request process will be selected and approved at the discretion of the State.

**TABLE 2 – IMPLEMENTATION MILESTONES.** The State has allocated a percent weighting to key implementation milestones. The successful offeror will receive a percentage of the DDI amount due based on the completion and State approval of these key milestones as outlined in **Table 2 – Implementation Milestones**. This table is automatically calculated.

**TABLE 3 – OPERATIONS COST.** Offerors shall provide a summary of costs by category within **Table 3 – Operations Cost**. Offerors must provide detail within the areas provided in the template. Offerors may add additional cost categories and pricing details. The total of all cost categories represents the full annual amount the State will reimburse the offeror for Operations Cost. Payments will be divided in 12 equal payments per year based on the submitted annual costs. Offerors may NOT use non-descript cost categories such as “Other”. Details provided within the Operations Cost will be discussed with the successful bidder during interviews and the Clarification Period.

**TABLE 4 – SYSTEM MODULE COSTS.** The State is seeking to enhance the transparency of operational costs and will collaborate with the successful offeror to set a value for each current module within the MMIS prior to contract signing, which will be used to establish contract reduction amounts resulting from modernization activities. Offerors are encouraged to complete their anticipated weighting of these sections for future discussions. **This worksheet is informational and will not be scored as part of the Cost Proposal.**

**TABLE 5 – CRITICAL PERSONNEL.** Offerors must provide fully burdened rates per year for each of the identified personnel. The Account Manager and the Operations Manager must be fully allocated/dedicated to this project for the life of the contract. Offerors may propose less hours for the Systems and Technology Lead and Project Manager, at their discretion, by increasing or decreasing the amounts shown in the template for these roles.

**TABLE 6 – RATE CARD.** Offerors must include a maximum blended rate per hour for their personnel that may be involved in fulfilling Change Requests. This rate is exclusive of all Critical Personnel, whose labor costs are not to be included in any Change Request. Offerors must list the anticipated personnel and their fully burdened rates

within this table, under the heading Other Personnel. Offerors may include as many resource types/roles as needed. More roles may be added to the bottom of this table. For the purposes of Cost Proposal scoring, only the blended rate is factored into the calculation. The rates provided within the Other Personnel section are to be used for future Change Requests. Costs for Change Requests will be based on the composition of the resources needed for the change, up to and including the maximum blended rate, and the actual hours worked by resource.

#### SEC. 4.11 OFFEROR SUBMITTED DELIVERABLES

The offeror must submit draft versions of key deliverables as part of their technical proposal. The draft submissions should demonstrate an understanding of the project, contain a high-level summary of the main components of the deliverable, and include what the offeror will incorporate into the final draft.

As outlined in RFP Section 3.04 Deliverables, the following deliverables must be submitted as separate files as part of the offeror’s proposal:

- Staffing Plan
- Operational Change Management Plan
- Quality Management Plan

Draft deliverables submitted with the proposal will not be scored. Any materials provided by the offeror will be used to help inform the interview process and Clarification Period.

#### SEC. 4.12 ORGANIZATIONAL CHARTS, RESUMES, CERTIFICATIONS, AND CREDENTIALS

The offeror must submit the organizational charts and identification of support roles in accordance with RFP Section 2.04 along with:

- Resumes for each of the proposed Critical Personnel that verifies the required experience and education in the relevant field identified in Section 2.04.
- Identification of all roles within the anticipated organizational charts.
- Relevant certifications and credentials for all staff members proposed.
- Identification of support roles that are vacant at the time of proposal submission.

This documentation must be submitted as separate files as part of the offeror’s proposal.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness and compliance with mandatory requirements. Proposals deemed non-responsive or not in compliance with mandatory requirements will be eliminated from further consideration.
- 2) Each responsive proposal that has passed all mandatory requirements will be assigned a unique code.
- 3) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 4) The anonymous Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information, schedule information, or team information will be shared or provided to the PEC.
- 5) The PEC will independently evaluate and score the documents based on the degree to which the proposal has met the requirements of the Submittal Form.
- 6) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 7) The evaluators will submit their final individual scores to the procurement officer, who will then compile the evaluator’s scores and calculate awarded points as set out in Section 5.03.
- 8) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points.
- 9) The procurement officer will prioritize the proposals based on evaluator scores, cost proposal scores, and Alaska preferences (as outlined in Section 5.09 through 5.12).
- 10) The procurement officer may shortlist the proposals and the State may conduct interviews with the top-rated offerors.
- 11) The State will identify an internal technical team that will conduct and score a panel style interview on behalf of the PEC for the IT Team Interviews.
- 12) The PEC will evaluate and score the interviews and submit their scores to the procurement officer, who will incorporate these scores into the final prioritization.
- 13) The State will then conduct the clarification period and award a contract if the clarifications period is successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State, considering both cost and non-cost factors as described below. Note: 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.

**Total Evaluation Points Available: 1000**

Overall Criteria	Weight
Responsiveness	Pass/Fail

Mandatory Requirements Compliance	(Submittal Form E)	Pass/Fail
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Qualifications Criteria		Weight
Service Approach – Understanding of the Project	(Submittal Form B)	40
Service Approach – Training of Offeror’s Staff	(Submittal Form B)	40
Service Approach – Performance Monitoring and Reporting	(Submittal Form B)	40
Service Approach – Transition of System Services	(Submittal Form B)	40
Service Approach – Operational Methodology	(Submittal Form B)	40
Risk Assessment Plan	(Submittal Form C)	100
Value-Add Assessment	(Submittal Form D2)	50
Interviews – Account Manager		50
Interviews – Operations Manager		50
Interviews – Systems and Technology Lead		50
Interviews – Project Manager		50
Interviews – IT Team		50
Total		600

Cost Criteria	Weight	
Cost Proposal	300	
Total		300

Preference Criteria	Weight	
Alaska Offeror Preference (if applicable)	100	
Total		100

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.05 through 5.07 and assign a single score for each section. Offeror’s responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has finalized their scores, the scores for each section will be totaled and the following formula will be used to calculate the number of points awarded for that section:

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

**Example (Maximum Points Available for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

In this example:

**Offeror 1** was awarded 75 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (20)} \times 2.5 = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (40)} \times 2.5 = \text{Points Awarded (100)}$$

### SEC. 5.04 MANDATORY REQUIREMENTS (PASS/FAIL)

Offerors must confirm that they meet all mandatory requirements as identified in Submittal Form E. An offeror’s failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

### SEC. 5.05 SERVICE APPROACH

The Service Approach will be evaluated against the questions set out below:

- 1) **Understanding of the Project:** How well has the offeror demonstrated their understanding of the scope of work and major activities that must be completed and how the project will be managed?
- 2) **Training of Offeror’s Staff:** How well has the offeror demonstrated their approach to training their staff to effectively support the existing MMIS, including onboarding activities, training tools and repositories used, and how the effectiveness of training will be measured?

- 3) **Performance Monitoring and Reporting:** How well did the offeror demonstrate their understanding of the performance and staffing requirements of this RFP, including their approach to tracking and managing performance metrics to meet the requirements of this RFP and minimize SLA findings?
- 4) **Transition of System Services:** How well did the offeror demonstrate their overall strategy and approach to transitioning services and stabilizing operations to meet the requirements of this RFP?
- 5) **Operational Methodology:** How well did the offeror demonstrate their overall strategy and methodology for regular operations and maintenance, including how they intend to work with their subcontractors, if any?

**SEC. 5.06 RISK ASSESSMENT PLAN**

The Risk Assessment Plan will be evaluated against the questions set out below:

- 1) How well has the offeror identified pertinent risks, issues, challenges, and potential problems related to this specific project/service?
- 2) How well has the offeror identified a clear and concise approach/methodology that can logically mitigate the risks?

**SEC. 5.07 VALUE-ADD ASSESSMENT**

The Value-Add Assessment will be evaluated against the question set out below:

- 1) How well has the offeror identified pertinent value-add ideas or opportunities that are specific to this project/service?

**SEC. 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, 30% of the total evaluation points will be assigned to cost. The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

**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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000$  lowest cost x 400 maximum points for cost =  $1,600,000 \div \$42,750$  cost of Offeror #2's proposal = **374.3**

**Offeror #3 receives 336.8 points.**

$\$40,000$  lowest cost x 400 maximum points for cost =  $1,600,000 \div \$47,500$  cost of Offeror #3's proposal = **336.8**

## SEC. 5.09 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 following website:

<https://oppm.doa.alaska.gov/media/1740/statepreferenceguide.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)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation 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. 5.10 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 AS 32.06 or AS 32.11 and all partners are residents of the State; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 5.11 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.

#### **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. 5.12 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

#### **Example:**

##### **Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offerors preference = 100 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offerors Preference	100 points
Offeror #3	800 points	Alaska Offerors Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the Offeror’s scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

**SEC. 5.13 SHORTLISTING**

After proposals have been prioritized, the State may shortlist and interview the top three highest ranking offerors. The State may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

**SEC. 5.14 INTERVIEWS OF CRITICAL PERSONNEL AND IT TEAM**

The State may conduct interviews with the Critical Personnel and IT Team from each of the offerors, as identified below (the State reserves the right to request additional personnel):

- 1) Account Manager
- 2) Operations Manager
- 3) System and Technology Lead
- 4) Project Manager
- 5) IT Team

- **Critical Personnel Interviews:**  
The individuals that will be interviewed must be the same individuals that are identified in Submittal Form A of the offeror’s proposal. The State will interview these individuals separately.
- **IT Team Interview:**  
Offerors may designate up to five individuals to represent their IT Team to answer questions as part of a panel interview process. The State will request the names and titles of the IT Team prior to the interview and will interview these individuals as a group.

No substitutes, proxies, or phone interviews will be allowed unless requested by the State. No other individuals from the offeror’s organization will be allowed to sit in or participate during the interview sessions. Individuals who fail to attend the interview will be given a “1” score, which may jeopardize the offeror’s competitiveness.

Interviews are expected to last approximately 60 minutes, but that time may be increased or decreased at the discretion of the State. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fees.

Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The State may request additional information prior to interviews. The PEC will score each interview individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

### SEC. 5.15 FINAL PRIORITIZATION

After the shortlisted offerors have been interviewed and scored by the PEC, the procurement officer will compile all scores and perform a final prioritization of offerors.

### SEC. 5.16 COST REASONABLENESS

Prior to conducting the Clarification Period, the procurement officer will perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- a. If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the State will proceed to invite the highest ranked offeror to the Clarification Period.
- b. If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the State reserves the right to invite the second highest ranked offeror to the Clarification Period.

### SEC. 5.17 CLARIFICATION PERIOD

The State will invite the highest (or second highest) prioritized offeror to the Clarification Period. The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. The State's objective is to have the services completed on time, without any cost increases, in a timely and efficient manner, and with high customer satisfaction. It is the offeror's responsibility to ensure that the offeror understands the State's expectations. The offeror is at risk, and part of the risk is understanding the State's expectations.

The offeror will be required to pre-plan the project in detail to ensure that there are no surprises, and to prepare a clarification document (which will be incorporated into the contract), containing at a minimum the information as described below:

- a. Priority items identified by the State as being critical to the success of the contract. The offeror may also identify priority items.
- b. Verify the Cost Proposal: Clarify the cost proposal. The offeror is expected, in good faith, to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- c. Provide a Project Schedule: Prepare a high-level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule. This may include transition and implementation.
- d. Provide a Client Action Item Schedule: Prepare a schedule of any/all activities, actions, or decisions needed from the State (including specific due dates and client names responsible for the activities). This must be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of the State or its personnel

- e. **Align Expectations:** Coordinate the project/service (schedule, cost, activities) with all critical parties (consultants, suppliers, manufacturers, networks, etc.). Create a detailed project plan. Review any unique technical requirements with the State.
- f. **Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items that the offeror feels are outside the scope of work). This should also include any critical expectations or responsibilities that the offeror has of the State, State personnel, or other parties/organizations that are not contracted to by the offeror.
- g. **Risk Mitigation Approach:** Identify all risks, activities, or concerns that may be unforeseen or not within the control of the offeror. This should include everything (realistically) that may prevent the offeror from being successful on this project. This may include: contractor risks, designer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project
- h. **Financial Resources and Responsibility:** Provide necessary information on the offeror, and any parent organization’s ability to meet its financial obligations. Financial analysis includes and is not limited to standard accounting ratio analysis. Offeror and any parent organization will be required to provide the most recent three years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company’s existence, if shorter. Provide the most recent interim financial statements. Required if the latest available financial statement date is six months or more than the RFP document submission date. Interim financial statements must be signed and attested to by an authorized officer as a fair representation, in all material aspects, of the company’s financial condition in accordance with generally accepted accounting principles. Provide any subconsultant’s financial stability information and qualifications of the subconsultant’s Critical Personnel (if the subconsultant will perform at least 25% of the work). The State may request clarifications or additional documentation, other than the aforementioned documents as stated above. However, no request by the offeror to submit additional information for re-evaluation of financial resources and responsibility will be accepted.
- i. Provide a complete 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. If requested, provide resumes on all Critical Personnel.
- j. Provide any additional requested documentation: Provide a detailed project/work plan, past and current client references, staffing plans, contracts, insurance, background checks, additional references and reference information, etc.
- k. Provide required draft deliverables, final submission of deliverables, etc. as required by RFP Section 3.04.

The potential best-value offeror will be required to conduct and participate in several meetings throughout the clarification period. At a minimum, the State will require the offeror to conduct a kickoff meeting at the beginning of the clarification period. The offeror will lead the kickoff meeting and may expected to be prepared to present the following information:

- Description of their plan for project execution and management

- High level schedule for project delivery
- Address any major concerns provided by the State
- Address all project assumptions
- Identify major risks to project delivery (focusing on risks that the offeror does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the State to support successful project delivery.
- Propose a schedule for items that must be reviewed in detail and resolved during the clarification period.

The potential best-value offeror may be required to hold a final summary meeting at the end of the Clarification Period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The offeror will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

The State reserves the right at its sole discretion to negotiate with the potential best-value offeror during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals. An invitation to the Clarification Period does not constitute a legally binding offer to enter into a contract on the part of the State to the offeror. At any time during the clarification period, if the State is not satisfied with the progress being made by the invited offeror, the offeror fails to provide the information in a timely manner, fails to negotiate in good faith, indicates they cannot perform the contract within the budgeted funds available for the project, or if the offeror and the State fail to agree to terms or fail execute a contract, the State may terminate the Clarification Period activities and then commence a new Clarification Period with an alternative offeror.

## SEC. 5.18 OFFEROR NOTIFICATION OF SELECTION

If the State and offeror are able to agree to terms and complete the clarification period, the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SECTION 6. POST AWARD PROCEDURES AND ACTIVITIES

### SEC. 6.01 MONTHLY REPORTING

The State may require the awarded contractor to prepare and submit monthly reports. These reports are a tool for the State in analyzing changes or addressing issues that may occur throughout the contract period as well as general operations and management of performance metrics.

The monthly reports must be prepared and submitted by the contractor the first day of every month unless otherwise specified by the State. If the first day of the month is on the weekend, the report shall be submitted the following Monday. The State will review and analyze each monthly report for accuracy, following format requirements, and timely submittals.

The format and source of information used for the monthly reports will be proposed by the offeror during the Clarification Period and approved by the State.

In addition, monthly reports are due regarding SLAs within this RFP in accordance with **Appendix B – Service Level Agreements**.

### SEC. 6.02 PERFORMANCE EVALUATIONS

The awarded contractor will be closely monitored for contract compliance. In summary, the State will evaluate the contractor's overall performance on the awarded contract. This may include, but is not limited to:

- Ability to follow State rules, policies, and regulations
- Ability to successfully manage and deliver the project
- Ability to minimize delays
- Ability to minimize cost increases
- Ability to provide and submit accurate monthly reports
- Overall quality and performance of the services
- Accuracy of billing
- Responsiveness to correct deficiencies
- Conformance to the terms and conditions of the contract

The project evaluation assessment will be performed at regular intervals. These ratings may be used and considered during the solicitation and competition of future projects within the State of Alaska. The performance evaluations are in addition to the SLAs defined in Appendix B.

### SEC. 6.03 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

## SECTION 7. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 7.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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. 7.02 CLARIFICATION OF OFFERS

**Prior to the Clarification Period detailed in RFP Section 5.17**, 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 in accordance with 2 AAC 12.285 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. 7.03 DISCUSSIONS WITH OFFERORS

**Prior to the Clarification Period detailed in RFP Section 5.17**, 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 made 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. 7.04 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services (form 02-093/Appendix A). This form is attached with the RFP 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, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made

### SEC. 7.05 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as Appendix C – Business Associate Agreement. Similar to Section 7.04, any request to change language in this document must be set out in the offeror's proposal in a separate document.

### SEC. 7.06 INFORMATION TECHNOLOGY (IT) BOILERPLATE

DOH has a standard set of IT requirements that must be met for any IT-related contract. This IT Boilerplate is attached along with the RFP as Appendix D – IT Boilerplate. **The requirements set forth in this document are mandatory and the offeror must use Submittal Form E – Mandatory Requirements to confirm they meet all these requirements.** Note that the IT Boilerplate contains References A, B, D, F, and H. References C, E, and G have been discontinued but the remaining References have not been re-indexed yet. In other words, References A, B, D, F, and H comprise the entire current IT Boilerplate.

## SEC. 7.07 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. 7.08 PROPOSAL AS A PART OF THE CONTRACT

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

## SEC. 7.09 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. 7.10 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. 7.11 RIGHT OF REJECTION

Offerors must comply with all 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 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. 7.12 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. 7.13 DISCLOSURE OF PROPOSAL CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

#### SEC. 7.14 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

#### SEC. 7.15 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, the contractor and the State shall enter into mediation. If mediation is not successful, the contractor 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. 7.16 SEVERABILITY

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

#### SEC. 7.17 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.11 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights

under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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. 7.18 CONTRACT INVALIDATION

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

## SEC. 7.19 SOLICITATION ADVERTISING

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

## SEC. 7.20 SITE INSPECTION

The State may conduct on-site visits to an offeror's places of business or work sites 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 assistance and access to the offeror's relevant portions of its places of business or work sites at any time during normal business hours. Individuals designated by the procurement officer at the State's expense will make site inspection.

## SEC. 7.21 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

## SECTION 8. ATTACHMENTS

The following table outlines the attachments included with this RFP.

RFP Attachments
Attachment A: RFP Submittal Forms (A-G)
Submittal Form A – Offeror Information and Certifications
Submittal Form B – Service Approach
Submittal Form C – Risk Assessment Plan
Submittal Form D – Value-Add Assessment
Submittal Form E – Mandatory Requirements
Submittal Form F – Contractual Requirements
Submittal Form G - Subcontractors
Attachment B – Submittal Form H, Cost Proposal
Attachment C – Scope of Work
Appendix A – Standard Agreement Form
Appendix B – Service Level Agreements (SLAs)
Appendix C – Business Associate Agreement (BAA)
Appendix D – IT Boilerplate