

STATE OF ALASKA REQUEST FOR PROPOSALS



EIS MODERNIZATION CONSULTING

RFP 2024-1600-0039

ISSUED JUNE 5, 2023

THE ALASKA DEPARTMENT OF HEALTH (DOH), DIVISION OF PUBLIC ASSISTANCE (DPA), EIS MODERNIZATION OFFICE IS SOLICITING PROPOSALS SEEKING QUALIFIED CONTRACTORS TO PROVIDE QUALITY ASSURANCE AND PROJECT MANAGEMENT SUPPORT SERVICES TO THE PUBLIC ASSISTANCE ELIGIBILITY DETERMINATION SYSTEM MODERNIZATION PROJECT TO INCLUDE SECURITY AND PRIVACY CONTROLS ASSESSMENT SERVICES.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC ASSISTANCE

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Health (DOH), Division of Public Assistance (DPA), Eligibility Information System Modernization project (EIS-M) Project Management Office (PMO) is searching for a Quality Assurance (QA) and Project Management (PM) contractor to support the continuing modernization development of our public assistance eligibility system by providing:

- Quality assurance and project management, assessment completion and supporting security and privacy documentation to further improve the state's security and privacy posture;
- and project planning oversight assistance.

The State of Alaska has implemented MAGI Medicaid functionality in the partially completed system named Alaska's Resource for Integrated Eligibility Services (ARIES). This system has been online since October 2014 and currently serves over 200,000 Alaskans and is operated by over 700+ users.

The State has been working with its federal partners and stakeholders to implement a continuously updated [roadmap](#) to complete the remaining work to implement a fully integrated modern eligibility system, supporting all existing public assistance programs.

The roadmap illustrates milestones to be achieved while using a modular approach emphasizing agile product development and DevOps practices, incrementally implementing improvements in a measurable and sustainable way in a continuing migration of programs from the legacy system.

SEC. 1.02 BUDGET

DPA estimates an initial budget of \$1,164,072.00 dollars for two (2) years for Quality Assurance and Project Management Support Services. Proposals priced at more than this amount will be considered non-responsive.

Upon completion of the initial term (2 years) of the contract, the State may choose to exercise eight (8) annual renewal options at the sole discretion of the State.

Cost Adjustments

Consumer Price Index (CPI): Contract prices will remain firm through the end of the first two (2) year initial term.

The contractor or state may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June **OR** July through December 20__); and each (January through June **OR** July through December 20__ six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by both the contractor and the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer and signed by the contractor.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **15:00 pm prevailing Alaska Time on August 25, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MINIMUM QUALIFICATIONS

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

Prospective consultants should have a working knowledge of agile development practices and procedures, and experience providing security and privacy assessment attestations to the Centers for Medicare & Medicaid Services (CMS), along with the suite of associated documentation.

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

- The QA contractor must have a minimum of three (3) years of experience in the last five (5) years conducting health or human services system development consultancy services.
 - Bidder should demonstrate the length, depth, and applicability of prior experience in providing the requested services.
- The experience must include services satisfying the Centers for Medicare and Medicaid Services (CMS) rules to further improve the state's current risk posture to include:
 - Successful security and privacy attestation services consisting of full development and successful completion of the State's Authority to Connect (ATC) package in accordance with CMS mandated timelines and requirements.
 - Completion of the independent Security Assessment Workbook and Security Assessment Review (SAR) in the form and format required by the CMS.
 - Successful production of the System Security Plan (SSP) and execution of the remediation Plan of Action and Milestone (POAM).
 - Successful production of the Information System Risk Assessment (ISRA) based on CMS requirements and feedback.
 - Successful production of the Administering Entity Security and Privacy Assessment Plan (SAP) in cooperation with the Exchange (FDSH) prior to launch of independent Security and Privacy Control Assessment (SCA).
- Demonstrated experience providing QA guidance of governmental technical system development project management within the agile development framework, focusing on outcomes-based analytics.
- Demonstrated experience providing product management subject matter expertise.
- Demonstrated experience providing project management stakeholder facilitation, analysis, and timely regulatory guidance.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected. Evidence of meeting minimum prior experience must be shown in the experience section of the offeror's proposal.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: MATT MEIENBERG – PHONE 907-465-5293 – EMAIL – matt.meienberg@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

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

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **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 and each email must comply with the requirements described above.

If submitting a proposal via hard copy, it must be mailed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Health
Division of Public Assistance
Attention: Matt Meienberg
Request for Proposal (RFP) Number: 2024-1600-0039

RFP Title: EIS Modernization Consulting

P.O. BOX 110650
JUNEAU, AK, 99811-0650

It is the offeror's responsibility to contact the issuing agency at 907-465-5293 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

(f) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Each proposal must include a signed certification form, see [Section 8: Attachments](#).

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with [2 AAC 12.290](#).

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **6/05/2023**,
- Deadline for Questions on 06/19/2023,
- Deadline for Receipt of Proposals 15:00 8/25/2023,
- Proposal Evaluation Committee complete evaluation by 9/8/2023,
- State of Alaska issues Notice of Intent to Award a Contract 9/15/2023,
- State of Alaska issues contract 11/29/2023,
- Contract start 1/1/2024.

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.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation. Interested parties may submit questions in writing per [SEC 1.06](#).

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Alaska [Statute 47.05.010](#) designates DOH as having responsibility for administering the Medical Assistance, Supplemental Food Assistance Program, Adult Public Assistance, Heating Assistance, Alaska Temporary Assistance and General Relief programs. As a part of this designation, DOH, DPA is charged with determining eligibility for each of the programs based on state and federal regulation, governed by Alaska Administrative Code, [Title 7](#).

To perform this work, DPA uses several technical systems. These include a legacy mainframe system, as well as a modern MAGI Medicaid determination platform. This system, called Alaska's Resource for Integrated Eligibility Services (ARIES), is used by over 400 users consisting of eligibility technicians, administrative staff, and management personnel within DPA, and contains over 200,000 benefit recipients. In addition to these users there are multiple contractors and community partners that access the system to assist in the public assistance program administration. In total the ARIES system is used by over 700 users.

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

This solicitation is to obtain QA and PM services in support of DPA's Project Management Office in the development of one modern eligibility platform integrated into ARIES.

The DOH DPA EIS-M PMO utilizes modern software delivery methods. We are user centric and integrate security and privacy into all our development work. More information about the EIS Modernization project can be found [here](#).

Offerors should review this repository for information that will be critical in constructing a quality proposal.

Of specific interest are:

[Modular product design strategy](#)

[How We Work](#)

[EIS Modernization Project Technical Strategy](#)

Critical to the needed support is security assessment services providing independent security and privacy attestations validating that all necessary security controls are integrated into the design and implementation of the solution.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska DOH, DPA, PMO is soliciting proposals to contract a consulting firm to perform the following QA services to our Eligibility Information System (EIS) modernization project (EIS-M):

- Development and maintenance of a QA Management Plan (QAP)
 - Collaborative definition of approach
 - Identification of tools and techniques
 - Active monitoring assuring compliance with the acceptable quality level (AQL) in the [Quality Assurance Plan \(QAP\)](#)
- Provide input into the State's EIS-M project plan documents
 - Communication Plan
 - Issue Management Plan
 - Risk Management Plan
 - Requirements Management Plan/Process
- QA Test Planning and Execution activities guidance and assistance
- Conduct and/or coordinate pre-production deployment testing and review activities
- Project management support of all DPA PMO activities for the EIS-M project. This will include assistance to DPA in developing and maintaining an EIS-M Roadmap/Project Plan and its functional components of work processes and platforms.
- Provide assistance securing initial and ongoing system Authority to Operate from the following Federal Partners:
 - Center for Medicaid and Medicare Services (CMS) – Minimum Acceptable Risk Standards for Exchanges (MARS-E)
 - Food and Nutrition Services (FNS) – FNS Handbook 901
 - Social Security Administration (SSA) – Information System Security Guidelines
 - Internal Revenue Services (IRS) – Safeguard Security Report (SSR)
- Periodic formal security and privacy assessments and required documentation, providing input into lessons learned documentation at appropriate key milestones throughout the Project. Based on these assessments, DPA will work with the Technical Services contractor(s) to confirm/reconfirm Product Roadmap/Project Scope for subsequent tasks, phases and/or milestones. These include:
 - Annual attestation of ATC package
 - Security and Privacy Controls Assessment (SCA)
 - System Security Plan (SSP)
 - Security Assessment Report (SAR)
 - Security Assessment Plan (SAP)
 - Security Assessment Workbook (SAW)
 - Information Security Risk Assessment (ISRA)
 - Plan of Action and Milestones (POAM)
- Certification Assistance
 - CMS eligibility and enrollment certification process, formerly Medicaid Eligibility and Enrollment Toolkit (MEET) and Outcomes Based Certification (OBC). The state of Alaska is participating in the transition to the new Streamlined Modular Certification (SMC) process, for which the chosen consultant will actively participate.

- Subject Matter Expert guidance to the State EIS-M Product Team staff regarding applicable regulation requirements and updates.
- Facilitation, input, and assistance to the EIS-M Governance Committee and other stakeholders.
- Management support to assist DPA in the procurement activities necessary to select software development vendors for the EIS-M Project.
- To augment State implementation resources, provide:
 - Ad hoc Business Analyst Support Services
 - Facilitate product increment sprints and standups

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 1, 2024, for approximately 2 years until completion, approximately December 31, 2025, with eight (8) available annual renewal options to be exercised at the sole discretion of the state. The full term of the contract, if all annual renewals are executed, will run from approximately January 1, 2024, for approximately 10 years until completion, approximately December 31, 2033.

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Deliverable	Description	Due Date
QA Management Plan	<ul style="list-style-type: none"> • Development and maintenance of a QA Management Plan: <ul style="list-style-type: none"> ○ Overview and quality assurance and control/tasks ○ Assistance with monitoring Vendor compliance with QA Management Plan ○ Description of quality management roles and responsibilities ○ Approach for monitoring the quality and accuracy of all Technical Services Contractor deliverables ○ Approach including processes and procedures ensuring Technical Services Contractor work products and deliverables meet business objectives, end-user expectations, and defined requirements are as free of errors as possible 	Within 45 days of engagement, updated As Needed

Deliverable	Description	Due Date
	<ul style="list-style-type: none"> • Work collaboratively with the State to define and implement a Quality Management approach and framework for implementing quality management to ensure successful EIS-M execution. The framework will address quality control, quality assurance and continuous process improvement. It will also address the various roles and responsibilities of the team in managing the project's quality processes ensuring they are implemented and followed. The QA contractor will identify the quality planning tools and techniques to be used on the project and process for ensuring the project adheres to the Project Standards and Controls, Issue Management, Risk Management, and Change Management procedures 	
Project Management Support	<ul style="list-style-type: none"> • Provide assistance in development and maintenance of the EIS-M Roadmap/Project Plan: <ul style="list-style-type: none"> ○ Facilitate and assist DPA and Technical Contractor(s) in developing project artifacts, as relevant to the DPA selected project development methodology, including assistance in the development and maintenance of various artifacts such as: <ul style="list-style-type: none"> ▪ Vision/mission statement for the EIS-M project ▪ EIS-M Product Roadmap ▪ Product Backlogs ▪ Sprint Contents ▪ Release Plans/Project Schedules ▪ Epics/Stories/Use Cases/Requirements ▪ Other project artifacts as mutually agreeable to DPA • Provide representation on behalf of the Division Director and the Project Management Office to respond and/or present to executive leadership, legislative requests, legislative hearings, federal partners, stakeholders, etc • Prepare and monitor budget and funding requests, produce IAPD's, monthly status reports and 	Ongoing

Deliverable	Description	Due Date
	interface with CMS, FNS, and other state and federal agencies	
Security and Privacy Assessment Services	<ul style="list-style-type: none"> Provide guidance and support for full development and completion of the MARS-E Authority to Connect (ATC) package based on the security and privacy controls for CMS' Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.2 package, or most recent version in force 	Annually
	<ul style="list-style-type: none"> Conduct all MARS-E assessment completion requirements and deliverables will be fully developed and completed in accordance with CMS MARS-E regulations and sub regulatory regulations, requirements, guidance, and feedback and in accordance with CMS mandated timelines 	Annually
	<ul style="list-style-type: none"> Provide guidance and support to ensure the System Security Plan (SSP) is in compliance with the federal requirements and guidance for "ACA Administering Entity System Security Plan 	As Needed
	<ul style="list-style-type: none"> Provide ongoing Security and Privacy Controls Assessments (SCA) against the full set of current MARS-E controls. The Security and Privacy Control Assessment (SCA) assists CMS information security and privacy staff with understanding the current security and privacy posture of the Affordable Care Act (ACA) information system and its potential impact on the broader ACA program 	Annually
	<ul style="list-style-type: none"> Provide guidance and support to ensure that the Privacy Impact Assessment is in compliance with CMS regulations and guidelines 	Annually
	<ul style="list-style-type: none"> Conduct Security Assessment Report (SAR), Security Assessment Plan and Security Assessment Workbook (SAW) according to the current MARS-E regulations, guidelines and CMS guidance 	Annually/As Needed
	<ul style="list-style-type: none"> Provide guidance and support to ensure that the Information Security Risk Assessment (ISRA), documenting all critical/high risk findings and vulnerabilities in the environment as defined by 	Annually/As Needed

Deliverable	Description	Due Date
	<p>CMS documentation and compliance with CMS regulations and requirements</p> <ul style="list-style-type: none"> • Provide guidance and support to ensure that the Plan of Action and Milestones (POAM) document listing the controls that need to be implemented based on the results of the security assessment is continuously updated and reflects the current status of outstanding findings 	Quarterly/As Needed
Certification Services	<ul style="list-style-type: none"> • CMS eligibility and enrollment certification process, formerly MEET/OBC, transitioning to the new SMC process, for which the chosen consultant will: <ul style="list-style-type: none"> ○ Participate in ongoing preparation meetings ○ Work with the state’s IV&V vendor to ensure that where MEET/OBC/SMC criteria evidence is available, it can be shared ○ Assist in completing assigned portion of the MEET/OBC/SMC checklists, as well as preparation of the additional documents (ConOps, Project Management Plan, etc.) ○ Prepare and submit Monthly Operational Metrics reports 	Annually/Ongoing
Subject Matter Expert Guidance	<ul style="list-style-type: none"> • Provide guidance to the State EIS-M Product Team staff regarding applicable regulation requirements and updates: <ul style="list-style-type: none"> ○ Identification and implementation assistance of applicable State regulatory and legislative requirements ○ Identification and implementation assistance of applicable Federal regulatory and legislative requirements 	Ongoing
Governance Committee and stakeholder Participation	<ul style="list-style-type: none"> • Facilitation, input, and assistance to the EIS-M Governance Committee • Attend DPA and stakeholder meetings when requested, conducting periodic presentations to the DPA, State, and Federal stakeholders, groups 	Ongoing

Deliverable	Description	Due Date
	and other committees, including presentations of Project plans and status	
Procurement	<ul style="list-style-type: none"> Management support to assist DPA in the procurement activities necessary to select software development vendors for the EIS-M Project 	Ongoing
Test Planning	<ul style="list-style-type: none"> QA Test Planning activities to include: <ul style="list-style-type: none"> Advise DPA on appropriate test strategy and design to ensure that proper QA objectives are met, including assistance with IV&V specific test requirements Develop a QA Testing framework that supports Continuous Integration and Continuous Develop that supports the projects current development methodology Oversight and coordination of testing activities through the development life cycle Advise on appropriateness of the automated testing code coverage as well as the inclusion of automated testing into the continuous delivery pipeline Provide continuous review of the testing strategy to ensure that test plans and test cases aligns with associated user stories/use cases 	Annually/Ongoing
Project Plan Documents	<ul style="list-style-type: none"> Develop and maintain a Communication Plan that includes QA related communication processes both internal to the Project, including communication with DPA, State and Federal stakeholders and external to the Technical Services Contractor and others 	As Needed
	<ul style="list-style-type: none"> Develop and maintain an Issue Management plan proactively raising awareness of EIS-M Project and DPA issues to assist the State in identifying and tracking to resolution 	As Needed
	<ul style="list-style-type: none"> Develop and maintain a Risk Management Plan proactively raising awareness of risk areas and 	As Needed

Deliverable	Description	Due Date
	<p>protecting the interests of the DPA to identify and track risks and mitigation strategies</p> <ul style="list-style-type: none"> • Develop and maintain an Agile Requirements Management Plan and associated processes to track objectives, outcomes and/or requirements defined in Requests for Proposals and Technical Services Contractor agreements with DPA through work developed and delivered during the project’s development lifecycle by the Technical Services Contractor. Agile Requirements Management Plan and associated processes will identify verification and validation quality control techniques and validation processes that align with project’s agile development methodology 	As Needed
Business Analyst Services	<ul style="list-style-type: none"> • Provide ad hoc Business Analyst Support Services as requested by the State’s EIS-M Project PMO. Examples of such ad hoc services might include the following: <ul style="list-style-type: none"> ○ Subject matter expertise ○ Research ○ Document reviews ○ In depth analysis ○ Other documentation that will assist the State with decision-making and resolution of issues 	As Needed
Facilitate Sprint Ceremonies and Standups	<ul style="list-style-type: none"> • Provide Sprint Ceremony and Standup facilitation as requested by the State’s EIS-M Project PMO. These responsibilities include but are not limited to the following: <ul style="list-style-type: none"> ○ Assisting the Product Owner/PMO maintain Product Backlogs ○ Ensuring that product increment team members understand the increments scope and goals and/or outcomes ○ Facilitate Sprint Events: <ul style="list-style-type: none"> ▪ Review/Retrospective ▪ Grooming/Planning ▪ Standups ▪ Other meetings, as needed 	As Needed

Deliverable	Description	Due Date
	<ul style="list-style-type: none"> ▪ Help remove barriers/obstacles to development progress 	

SEC. 3.04 CONTRACT TYPE

This contract is a fixed firm price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

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

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

SEC. 3.07 LOCATION OF WORK

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

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

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

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

- **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.
- **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.
- **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.

- **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

Note: Costs of parking violations will not be reimbursed.

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

Performance of Work Within United States

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 3.08 SUBCONTRACTORS

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

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in [SEC. 1.04 MINIMUM QUALIFICATIONS](#). However the prime offeror firm must have been the prime vendor on at least one of the supplied projects.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 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. 3.11 CONTRACT PERSONNEL

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

DOH envisions the need for the following competencies as part of the consultant team:

- Previous successful Quality Assurance management planning, execution, and maintenance of applicable documentation for a public assistance organization
- MARS-E independent security assessment and annual attestation execution
- Experience producing governmental project security documentation such as the SCA, SSP, SAP, SAW, SAR, ISRA, and POAM
- CMS certification SMC process, development, coordination, and collaborative expertise
- Demonstrated successful facilitation, input and assistance to project stakeholders as Quality Assurance consultant analyst.

Experience conducting test planning and execution of unit, system, regression, usability, user acceptance, accessibility, performance, load, parallel, and data migration.

Desired Skills and Knowledge

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

- Demonstrated successful project management QA consultancy services
- Current QA practices and procedures supporting modern system development methodology, specifically agile development, modular procurement and DevSecOps
- Working knowledge and successful application of Scrum
- Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.2 Framework, CMS Security review process
 - Substantial technical and security expertise is required to complete a MARS-E project as an independent assessor. The effort requires substantial experience with integrated eligibility systems and environments, health and human services (HHS) organizations, their stakeholders, and applicable industry best practices. Additionally, an ability to collaborate and comply with

the CMS executives and program managers, as is, a meaningful understanding MARS-E requirements and compliance.

- System Security documentation planning, development and production
- Working knowledge of public assistance programs such as Medicaid, SNAP, TANF
- Governmental System development procurement assistance experience
- Familiarity with modern eligibility system technology: HTML, CSS, JavaScript, Responsive design, SQL (language), Git, Microsoft Azure DevOps Services and Microsoft Azure
- Proven experience in contractual services providing the type of services described in this RFP

Key Personnel

The following requirements related to personnel must be met:

a) The contractor shall assign to perform this contract those persons whose resumes are submitted with its quotation and who are identified in the contractor's quotation as Key Personnel.

b) At a minimum, a Project Manager, Eligibility SME and Security SME must be identified and designated as Key Personnel.

The Project Manager should have a minimum of three (3) years' experience in the last five (5) leading consultancy services aligned with the requested services of this RFP.

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

The Security SME should have specific experience with eligibility system security and privacy regulation compliance requirements, development, and documentation.

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.14 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. 3.15 INDEMNIFICATION

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

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

SEC. 3.16 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the [contract provisions of Appendix A](#), attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

Proposals will be limited to a total of no more than thirty (30) pages (with no smaller than 11 pt font), not including all attachments or appendices. The Cost Proposal will not be included in the page limit.

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Succinctly describe level of knowledge, technical expertise and overall understanding of the responsibilities as set forth in Section [3: Scope of Work & Contract Information](#). This is also an opportunity to discuss, either in the written proposal or during the verbal presentation, any project and/or technical risks, as well as opportunities. This section should include your proposed plans to adhere to the expertise and knowledge necessary to complete the deliverables.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. This section should include your proposed plans to adhere to the expertise and knowledge necessary to complete the deliverables.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum qualifications listed in [Section 1.04](#) and personnel criteria identified in [Section 3.11](#).

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

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

- Title and identification of the work this individual will be responsible for,
- Resume and specifically related work experience,

Offerors must provide reference names and phone numbers for similar projects the offeror’s firm has completed. Offerors must provide information describing work completed of a similar scope and complexity. Please provide experiences with similar technology software development, human-centered design, and continuous deployment methods.

Provide a staffing approach that describes your understanding of the responsibilities and details the number or personnel by skill level/labor category needed to satisfy [Section 3.01: Scope of work](#) as well as [Section 3.11 Personnel](#).

At a minimum, in this section, provide:

- A description of your staffing methodology based on your understanding of the responsibilities;
- A breakdown of labor categories, including the title, number of personnel, and hours; and
- A list of Key Personnel by name, title, contact information, proposed duties and roles, and resumes for each proposed Key Personnel in accordance with [Section 3.11: Personnel](#). Resumes should include a description of the experience and capability for all Key Personnel proposed for the offeror's project team. Resumes should also address the individual’s technical background, education, work experience, and accomplishments related to the activities described in this RFP. The proposal of any key personnel not currently employed by the offeror or teaming partners shall be accompanied by letters of intent signed by proposed Key Personnel.

The information about similar experience and qualifications and staffing approach are included as part of your page limitation; however, resumes and letters of intent are not included in the page limitation.

SEC. 4.07 INTERVIEW

Responsive offerors will be invited to participate in a verbal interview to be evaluated. The verbal interview will consist of an unstructured question and answer session. The entire verbal interview will take place remotely via video chat or teleconference. The interview will follow this format:

No.	Agenda Item	Time Allocated
1	Introductions	Approximately 5 minutes
2	Open Session	50 minutes
3	Closing Remarks	5 minutes

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

During the Open Session, the Offeror will respond to the State's questions related to the Offeror's proposal. Offerors will not be able to use or present slides, graphs, charts, or any other written presentation materials, including handouts. Offerors must be prepared to answer questions about their proposal. The goal of the open session is to assess the abilities and understanding of the proposed Key Personnel, and to further elaborate on the proposed approach described in the written proposal. The open session will not exceed 60 minutes. The Procurement Officer will strictly enforce this time limit on all presentations.

There will be no follow-up session for further questions after the presentation.

SEC. 4.08 COST PROPOSAL

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

SEC. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in [Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTON](#).

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding to the State's development methodology?
- 5) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?
- 6) Has the offeror demonstrated their understanding of the State's security and privacy requirements?
- 7) Has the offeror demonstrated their understanding of SMC certification requirements from CMS?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) Has the offeror demonstrated their ability to adapt their methodology to multiple type of project management strategies?
- 5) Has the offeror identified areas that could be beneficial in uncovering risks or opportunities?
- 6) Has the offeror demonstrated the ability to support the State's vision and approach in modernizing its eligibility system and how this effort will support and enhance the State's efforts?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?

- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 6) To what degree is the proposal practical and feasible?
- 7) To what extent has the offeror identified potential problems?
- 8) Has the offeror demonstrated an ability to support and manage multiple product increments simultaneously as defined within the scope of this RFP?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) Has the firm provided and thoroughly described appropriate examples of previous Project Management Services work?
- c) Has the firm provided and thoroughly described appropriate examples of previous work that demonstrates familiarity with multiple Software Development Life Cycle (SDLC) approaches?
- d) How successful is the general history of the firm regarding timely and successful completion of projects?
- e) Has the firm provided letters of reference from previous clients?
- f) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 INTERVIEW (20%)

Interviews will be evaluated against the criteria set out below:

- Further exploration an offeror's submitted proposal
- Exploration of the communication flow between State staff and the offeror's project team
- Proposed team members
- The offerors understanding of the project and their proposed methodology & management plan.

SEC. 5.06 CONTRACT COST (40%)

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

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.10.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses.

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

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

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

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

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

SEC. 6.03 CLARIFICATION OF OFFERS

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

SEC. 6.04 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.05 EVALUATION OF PROPOSALS

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

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

SEC. 6.06 CONTRACT NEGOTIATION

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

SEC. 6.07 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.09 PROTEST

AS [36.30.560](#) provides that an interested party may protest the content of the RFP.

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

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

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

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

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

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

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

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

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

SEC. 6.10 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.11 FORMULA USED TO CONVERT COST TO POINTS

FORMULA USED TO CONVERT TO POINTS

Step 1

List all proposal prices.

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

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

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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

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

SEC. 7.09 ASSIGNMENTS

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

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with [2 AAC 12.220](#).

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

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

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

SECTION 8. ATTACHMENTS

Attachments:

- 1) [Cost Proposal](#)
- 2) [RFP Checklist](#)
- 3) [Certification Regarding Debarment](#)
- 4) [Proposal Evaluation Form](#)
- 5) [Template Standard Agreement form with Appendices](#)
- 6) [Federal Regulations](#)
- 7) [Quality Assurance Plan \(QAP\)](#)
- 8) [Service Level Agreement \(SLA\)](#)

SEC. 8.01 COST PROPOSAL

The purpose of the cost proposal format attached is to allow Offerors to submit pricing in a consistent manner that the State can evaluate and score. The amount indicated below will be used to establish a billing/payment plan in the resultant contract.

DPA has allocated a maximum budget of \$1,164,072 for the initial (2 year) term of this project (see [Section 1.02: Budget](#)). Anticipated delivery frequency is indicated in the chart below. Proposed costs should be extended to the full 2-year term of the initial contract. This is the amount that will be evaluated.

Costs proposed in each section below must include all anticipated expenses (overhead, supplies, etc). No additional costs may be billed to the contract without prior approval by the State, via Contract Amendment.

SEC. 8.02 RFP CHECKLIST

Important note to offerors: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in this solicitation.

Offerors must complete and return this form.

Completion of this form does not guarantee a declaration of responsiveness.

Offeror's Name: _____

1. Contact Information

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website) of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

Evidence is provided on page #_____.

2. Offeror's Certification

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. all terms and conditions set out in this RFP;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g. that the offers will remain open and valid for at least 90 days.

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

Evidence is provided on page #_____.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Each proposal must include a signed debarment certification form, included in Section 8: Attachments.

Evidence is provided on page #_____.

4. Minimum Prior Experience

The offeror, and any subcontractors (if allowed per [Section 3.08](#)), must provide verifiable proof of meeting the minimum qualifications requirements described in [Section 1.04](#). Dates/timelines must be included.

Evidence is provided on page #_____.

5. Vendor Tax ID

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

Evidence is provided on page #_____.

6. Alaska Business License

The offeror, and any subcontractors (if allowed per [Section 3.08](#)), hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #_____.

7. Cost Proposal Submitted Separately

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

Did the offeror submit the cost proposal separately? yes / no

SEC. 8.03 CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing certification, read the instructions on the following page,
which are an integral part of the certification**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

SEC. 8.04 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

The total number of points used to score each proposal is **1,000**.

Person or Firm Name: _____

Initials of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: _____

5.01 Understanding of the Project – 10% (100 points)

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 5% (50 points)

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 5% (50 points)

Evaluator's Notes: _____

Evaluator's Point Total for 5.03: _____

5.04 Experience and Qualifications – 20% (200 points)

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

Sec. 5.05 INTERVIEW - 20% (200 points)

Evaluator's Notes: _____

Evaluator's Point Total for 5.05: _____

Evaluator's Combined Point Total for Sections 5.01 - 5.05: _____

The total points possible for the combined sections 5.01 – 5.05 are 600.

The remaining 400 points are allocated to cost.

SEC. 8.05 TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business License Number
This contract is between the State of Alaska,			
8. Department of Health		Division	hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract</p> <p>2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract</p> <p>2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor</p> <p>2.4 Appendix D (Payment for Services) sets forth the provision for payment</p> <p>2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends on _____</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$0,000.00 in accordance with the provisions of Appendix D.</p>			
11. Department of Health		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
12. CONTRACTOR		14. CERTIFICATION	
Name of Firm		I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Health /		Typed or Printed Name	
Signature of Project Director	Date		
Typed or Printed Name of Project Director			
Title			

02-93 (Rev. 04-14)

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A General Provisions

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6.No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8.Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Indemnity and Insurance

Article 1. 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.

Article 2. Insurance

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

2.1 Workers' Compensation Insurance: The Contractor will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

2.2 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.

2.3 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.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement.
Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$ 300,000 per Claim / Annual Aggregate
\$ 100,000 - \$499,999	\$ 500,000 per Claim / Annual Aggregate
\$ 500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$ 1,000,000 or over	\$5,000,000 per Claim / Annual Aggregate

Appendix C

Description of Services

Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:

First, this contract document,

Second, the RFP,

Third, the proposal.

Appendix D Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.
The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix E
State of Alaska, Department of Health
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Business Associate Agreement

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health ("Covered Entity" or "CE") and **Insert Vendor Name here** ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;
- D. CE may operate a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. 290dd-2 and 42 C.F.R. Part 2 (collectively "Part 2"); and
- E. BA may be a Qualified Service Organization ("QSO") under Part 2 and therefore must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.
 - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
 - b. Specific:
 - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
2. Permitted Uses and Disclosures by Business Associate.

- a. BA may only use or disclose PHI for the following purposes:
- b. BA may use or disclose PHI as required by law.
- c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
- d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
- e. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- f. BA may provide data aggregation services related to the health care operations of CE.

3. Obligations of Business Associate.

- a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

- b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall not use personally owned devices to create, receive, maintain or transmit PHI. Devices the BA uses to create, receive, maintain or transmit CE's electronic PHI shall be owned and managed by BA or CE.

BA shall patch its operating system and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.

- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to. BA shall provide CE, upon request, with a written report detailing the results of the risk assessment within 5 days.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
 - n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty or fine imposed on CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
4. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
5. Termination.
- a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.

- b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
 - c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.
6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
 7. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.
 8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
 9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
 10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
 11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.
 12. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to HSS-Security@alaska.gov in addition to the CE.

In witness thereof, the parties hereto have duly executed this BAA as of the effective date.

SEC. 8.06 FEDERAL REGULATIONS

The Implementation contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
1. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
2. The Clean Water Act:
 - a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
 - f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
 - (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
3. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and

cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

4. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
5. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
6. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 - a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
7. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

SEC. 8.07 QUALITY ASSURANCE PLAN (QAP)

PERFORMANCE BASED QUALITY ASSURANCE PLAN (QAP)

INTRODUCTION

This Quality Assurance Plan (QAP) has been developed to evaluate contractor actions while implementing the Scope of Work. It is designed to provide an effective method of monitoring contractor performance for each listed objective on the Performance Requirements Matrix. It also provides a systematic method to evaluate the services the contractor is required to furnish.

STANDARDS

The contractor is responsible for management and quality control actions to meet the terms of the contract. The role of the Procurement Officer (PO) and the Automated Renewals Project Team is quality assurance to ensure contract standards are achieved. The contractor shall perform all work required in a satisfactory manner in accordance with the requirements of the RFP. The Contractor shall notify the Product Manager for appropriate action if it is likely that the contractor will not achieve successful delivery of the software code or support activities in accordance with the performance objectives and acceptable quality levels (AQLs) identified below.

PERFORMACNE REQUIREMENTS MATRIX

The Technical Support Team and PO will evaluate the performance objectives reflected below by reviews and acceptance of work products and services. As indicated, the Product Team and PO will assess progress towards the final delivered software code. Note that the performance requirements listed below are required for the final deliverables. However, the sprints and incremental delivery of code will be assessed by the Department of Health and Social Services to ensure that the contractor is on a path to successful final delivery. Deliverable or Required Services Performance Standard(s):

Deliverable or Required Services	Performance Standard(S)	Acceptable Quality Level (AQL)	Method of Review
Tested Code	Code delivered under the contract must have substantial test code coverage and a clean code base.	Minimum of 90% test coverage of all relevant code.	Combination of manual review and automated testing, using tools that integrate with Microsoft TFS and AzureDevOps.
Accessible	Client-side rendering must conform with WCAG 2.0, level AA.	0 errors reported for 508 Standards using an automated scanner and 0 errors reported in manual testing.	Testing method TBD
Deployed	Code must successfully build and deploy into DHSS testing environments.	Successful build DHSS managed automated continuous integration processes.	Combination of manual review and agreed upon automated testing.

Documented	All dependencies (and licenses for dependencies) are listed and all major functions are documented.	All dependencies are listed and the licenses are documented. Software/source code is documented per the RFP requirements. System diagram is provided.	Combination of manual review and automated testing
Available	Code must be stored in a version-controlled open-source repository.	All code produced under the contract must be available	DOH will assess code availability

SEC. 8.08 SERVICE LEVEL AGREEMENT

This section covers the Scope of Work by Deliverables stipulated in this RFP and the resulting Contract. It contains expectations related to SLA performance standards and penalty implications of failing to meet the SLAs. In addition, this section contains minimum service levels required for the duration of the Contract.

DPA may add or adjust SLAs by mutual agreement between DOH and the Contractor during the term of the Contract to align with changes to the business, organizational objectives, and technology. SLAs may be negotiated during contract discussions prior to contract signing. M&O, Hosting, and Customer Service SLAs may be negotiated prior to system acceptance and implementation.

DPA will not hold the Contractor liable for failed SLAs caused by circumstances beyond the Contractor’s control. The Contractor must consistently meet or exceed performance specifications classified as SLAs. The Contractor must report SLA performance at a mutually agreed upon cadence with DOH during the relevant project phase.

For the Deliverable to meet the SLA, **all of the elements listed in Section 3.03, Deliverables, for each category must be met.** It is our intention to create a positive, collaborative and mutually beneficial relationship with our chosen vendor. To that end, we expect open and honest communication between both parties.

When a deficiency is discovered, we will communicate the deficiency and offer 10 business days for the chosen vendor to respond with a mitigation solution. If after 10 days an acceptable mitigation strategy has not been submitted, we may assess a penalty. We will assess a penalty based specifically on the infraction. The amounts listed below are the maximum penalty for that topic.

Deliverable	SLA Description	Penalty
QA Management Plan	The QA contractor will establish a detailed QA Management Plan within 45 days of the agreement signing. This plan will include all the required components, such as an overview of quality assurance and control tasks, assistance with monitoring vendor compliance, description of quality management roles and responsibilities, and processes for monitoring the quality and accuracy of deliverables.	Failure to develop and maintain the QA Management Plan within the specified timeframe may result in a deduction of 10% from the monthly payment until the plan is provided.
Project Management Support	The contractor will provide ongoing project management support, including assistance in developing and maintaining project artifacts, representing the Division Director and Project Management Office, and preparing budget reports and status updates.	Project Artifacts: Failure to resubmit a deliverable within ten (10) days of rejection and/or make the changes requested will result in a 2% deduction from the monthly payment plan until the artifact is provided.

Deliverable	SLA Description	Penalty
		<p>Representation: Failure to provide representation to Executive Leadership, legislative hearings, stakeholders, and federal partners will result in a 30% deduction from the monthly payment plan.</p> <p>IAPD preparation: Failure to prepare the IAPD will result in a 10% deduction from the monthly payment plan until the IAPD is delivered.</p> <p>Failure to monitor budget and funding requests, produce reports, and interface with CMS, FNS, and other state and federal agencies will result in a penalty to be assessed relative to the impact of the item, no less than 5% of the monthly payment until the failure is rectified.</p>
Security and Privacy Assessment Services	<ul style="list-style-type: none"> • Provide guidance and support for full development and completion of the MARS-E Authority to Connect (ATC) package based on the security and privacy controls for CMS' Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.2 package, or most recent version in force. 	Failure to provide guidance and support for MARS-E ATC may result in a penalty of 10% of the monthly payment until the issues are resolved.
	<ul style="list-style-type: none"> • Conduct all MARS-E assessment completion requirements and deliverables will be fully developed and completed in accordance with CMS MARS-E regulations and sub regulatory regulations, requirements, guidance, and feedback and in accordance with CMS mandated timelines. 	Failure to conduct MARS-E assessment and completion requirements may result in a 30% deduction of the monthly payment until the assessment is complete.
	<ul style="list-style-type: none"> • Provide guidance and support to ensure the System Security Plan (SSP) is in compliance with the 	Failure to provide guidance and support to ensure the SSP is in compliance may result in a 10%

Deliverable	SLA Description	Penalty
	<p>federal requirements and guidance for “ACA Administering Entity System Security Plan</p>	<p>deduction in the monthly payment until the issue is resolved.</p>
	<ul style="list-style-type: none"> • Provide ongoing Security and Privacy Controls Assessments (SCA) against the full set of current MARS-E controls. The Security and Privacy Control Assessment (SCA) assists CMS information security and privacy staff with understanding the current security and privacy posture of the Affordable Care Act (ACA) information system and its potential impact on the broader ACA program 	<p>Failure to meet the annual assessment completion for the SCA may result in a penalty of 30% of the monthly payment until the issues are resolved.</p>
	<ul style="list-style-type: none"> • Provide guidance and support to ensure that the Privacy Impact Assessment is in compliance with CMS regulations and guidelines 	<p>Failure to provide guidance and support for the PIA may result in a penalty of 10% of the monthly payment.</p>
	<ul style="list-style-type: none"> • Conduct Security Assessment Report (SAR), Security Assessment Plan and Security Assessment Workbook (SAW) according to the current MARS-E regulations, guidelines and CMS guidance 	<p>Failure to conduct the SAR may result in a 30% deduction from the monthly payment until the assessment is complete.</p>
	<ul style="list-style-type: none"> • Provide guidance and support to ensure that the Information Security Risk Assessment (ISRA), documenting all critical/high risk findings and vulnerabilities in the environment as defined by CMS documentation and compliance with CMS regulations and requirements 	<p>Failure to provide guidance and support for the ISRA may result in a 10% deduction from the monthly payment until the issue is resolved.</p>
	<ul style="list-style-type: none"> • Provide guidance and support to ensure that the Plan of Action and Milestones (POAM) document listing the controls that need to be implemented based on the results of the security assessment is continuously updated and reflects the current status of outstanding findings. 	<p>Failure to provide guidance for the POAM may result in a 10% deduction from the monthly payment until the issue is resolved.</p>
<p>Certification Services</p>	<p>The chosen consultant will participate in certification processes, assist in completing supplementary documentation and submit monthly operational metrics reports.</p>	<p>Failure to fulfill certification requirements or submit monthly reports may result in a penalty of</p>

Deliverable	SLA Description	Penalty
		30% of the monthly payment until the required actions are completed
Subject Matter Expert Guidance	The contractor will provide guidance on applicable regulatory requirements and updates, including state and federal regulations, to the State EIS-M Product Team staff	Failure to provide timely guidance and assistance may result in a penalty of 2.5% of the monthly payment until the required support is provided
Governance Committee and stakeholder Participation	The contractor will provide facilitation, input, and assistance to the EIS-M Governance Committee and attend meetings and presentations as requested.	Failure to attend requested meetings or provide necessary support may result in a penalty of 20% of the monthly payment.
Procurement	The contractor will provide management support for procurement activities related to selecting software development vendors for the EIS-M Project.	Failure to provide the necessary support during procurement activities may result in a penalty of 5% of the monthly payment until the required actions are taken.
Test Planning	The contractor will advise on test strategy and design, develop a QA testing framework, coordinate testing activities, review testing strategies, ensure appropriate test coverage and automated testing integration.	Failure to meet test planning requirements or provide adequate test coordination may result in a penalty of 20% of the monthly payment until the issues are resolved.
Project Plan Documents	The contractor will develop and maintain a Communication Plan, Issue Management Plan, Risk Management Plan, and Agile Requirements Management Plan, as specified.	Failure to develop or maintain the required project plan documents may result in a penalty of 5% of the monthly payment until the documents are provided
Business Analyst Services	The contractor will provide ad hoc Business Analyst Support Services upon request, including subject matter expertise, research, document reviews, analysis and other documents as needed	Failure to provide requested research documentation, reviews, and analysis may result in a 10% deduction from the monthly payment until the request is satisfied.
Facilitate Sprint Ceremonies and Standups	The contractor will provide day-to-day sprint ceremony facilitation, assist with product backlog maintenance, participate in Sprint events, associated work meetings, and assist	Failure to provide day-to-day assistance facilitating Sprint ceremonies, Standups, and other meeting assistance may result in a deduction of 20% from the monthly

Deliverable	SLA Description	Penalty
	in removing barriers to development progress.	payment until the situation is resolved.