

STATE OF ALASKA REQUEST FOR PROPOSALS



DIVIDEND APPLICATION INFORMATION SYSTEM (DAIS)

RFP 2025-0400-0038

ISSUED AUGUST 15, 2024

THE DEPARTMENT OF REVENUE (DOR) IS SOLICITING FOR A CONTRACTOR TO PROVIDE A CLOUD-NATIVE SOLUTION FOR ADMINISTERING THE PERMANENT FUND DIVIDEND

ISSUED BY:

DEPARTMENT OF REVENUE
DIVISION OF PERMANENT FUND DIVIDEND

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Revenue (DOR) is soliciting proposals for a contractor to provide a cloud-native solution for administering the Permanent Fund Dividend Application Information System (DAIS).

SEC. 1.02 BUDGET

The DOR has an approved appropriation in the sum amount of \$7,500,000.00 in the FY2025 Budget for the respective project. Should additional funding be required beyond the FY2025 appropriation, additional funding will be added to the contract through a contract amendment subject to legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 5pm, prevailing Alaskan Standard Time on September 13, 2024, as indicated by postmark or email timestamp. Late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

OFFERORS RESPONSE: While no minimum level of prior experience is required, the expertise information provided in attachment **“Scope/Level of Expertise Plan Form”** will be evaluated to ensure Offerors have sufficient experience and expertise with complex cloud-native solutions related projects. Failure to complete and return all required documents in their entirety will result in proposals being considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

It is the Offeror’s responsibility to carefully examine all documents that relate to this solicitation and to determine all conditions that may affect its proposal. An Offeror’s lack of understanding due to failure to thoroughly examine these documents is not grounds for modification of, or relief from, any term or condition of the RFP or resulting contract based on a claim that the Offeror misunderstood a term or condition.

Protests based on any omission or error, or on the content of this solicitation, or on any other matter or alleged impropriety regarding this solicitation, will be disallowed if the alleged faults have not been made in writing and received by the procurement officer at least ten days before the time set for the deadline for receipt of proposals. Any issue relating to or arising from either the RFP documents as originally issued or relating to or arising from any addendum, including any issue of ambiguity, will be deemed waived and not a proper basis for any protest or appeal unless it is presented in a written objection or comment received by the procurement officer by that deadline.

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.

Questions regarding the RFP must be submitted to the procurement officer no later than 5pm, Alaskan Standard Time, August 27, 2024. The State shall not be responsible for and will not respond to late questions.

PROCUREMENT OFFICER: KRISTIE ELY

PHONE: 907-465-2313

EMAIL: KRISTIE.ELY@ALASKA.GOV

SEC. 1.07 RETURN INSTRUCTIONS

Offerors response must include the following documents. Failure to include required documents will result in the offerors response being deemed non-responsive and rejected:

- Two (2) versions of RFP: Original Proposal, Public Document Proposal.
- Signed Information Use Agreement Form
- Completed Scope/Level of Expertise Plan
- Provided three (3) Letters of Reference
- Completed Cost Proposal

Offerors are required to submit an email copy of proposal.

Faxed proposals are not acceptable.

Proposals submitted via email: The technical proposal and cost proposal **must be saved as separate PDF documents** and emailed to kristie.ely@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”.

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. It is the offeror’s responsibility to contact the issuing agency at 907-475-2313 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

Please note that email transmission is not instantaneous. When emailing your proposal, the State recommends sending it with enough lead time to ensure your email is delivered before the deadline for receipt of proposals.

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be accepted for evaluation.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		08/15/2024
Deadline for Submitted Questions	05:00PM Alaska Standard Time	8/27/2024
Deadline for Receipt of Proposals / Proposal Due Date	05:00PM Alaska Standard Time	9/13/2024
Presentations and Questions and Answers		9/17-9/19/2024
Proposal Evaluations Complete		9/20/2024
Notice of Intent to Award		9/20/2024
Contract Issued		10/01/2024

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 DOR, 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. 1.12 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. 1.13 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the Commissioner or Commissioner's designee.

SECTION 2. BACKGROUND INFORMATION

Sec. 2.01 LIST OF ACRONYMS

DAIS	Dividend Application Information System	PaaS	Platform as a Service
DOR	Department of Revenue	PFDD	Permanent Fund Dividend
IaaS	Infrastructure as a Service	PFDD	Permanent Fund Dividend Division
OOCC	Office of the Commissioner	SaaS	Software as a Service
OCR	Optical Character Recognition	ACH	Automated Clearing House Network
DFCS	Division of Family and Children Services	DMV	Division of Motor Vehicles
DOA	Department of Administration	DOH	Department of Health
DPS	Department of Public Safety	DOC	Department of Corrections
PCG	Pick. Click. Give	ACF	Alaska Community Foundation
IRS	Internal Revenue Services		

SEC. 2.02 BACKGROUND INFORMATION

The State of Alaska, DOR, Permanent Fund Dividend Division (“PFDD”) is responsible for determining applicant eligibility prior to the distribution of an annual dividend paid to qualified Alaska residents from investment earnings of mineral royalties, royalty sale proceeds, and federal mineral sharing payments. The division currently uses many separate applications and distinct software platforms to collect applications and supporting documentation, determine eligibility, process garnishments, and disburse funds to applicants and/or vendors.

Residents must apply annually for the Permanent Fund Dividend through an eligibility determination process defined by the Alaska Legislature via Statute and Regulation. Applications can be submitted by individuals for themselves, on behalf of other adults, or for children, either online or through paper forms. Specific State agencies may also submit applications electronically on behalf of individuals.

Online applicants have the option to authenticate and sign their applications using the myAlaska single-sign-on system, eliminating the need for a paper signature form. Those who file online with an authenticated myAlaska account can also review and update specific application details online. Users who cannot be authenticated must request changes through direct coordination with PFDD staff and/or submit change request forms to the division.

During the filing process, applicants can make voluntary contributions to various programs. Based on statutes and regulations, involuntary deductions may also be taken from their dividend to satisfy court-ordered writs of execution and to satisfy other Federal, State, or Municipal debts.

Online web applications are transformed and loaded into the current system (DAIS) through automated processes. Paper applications are scanned using an external software solution that syncs with DAIS and are then data-entered through a combination of OCR and manual keying.

For various reasons, some applications will require additional manual follow-up to request any missing or incomplete information from the applicant. These records are flagged in the system, highlighting the issues

that need to be reviewed before eligibility can be determined. This process can be time-consuming and labor intensive as it requires back and forth communication with applicants. This correspondence involves an automatic letter and email generation process with manual approval steps as needed. Mailed responses to request additional information, as well as other forms and documentation submitted by members of the public, will additionally go through the paper scanning and data entry process to associate the documents and data to the applicant record in the system. Email responses are captured into the system and associated to the applicant record as well.

There are many data interface files created by and imported into the current system with varying frequencies to assist with eligibility determination and payment processing. These data interface files include files to and from transactions with various governmental agencies and financial institutions.

Payment processing is an involved operation that requires various checks and supplemental steps with multiple forms of automated and manual verification and quality checks. The system must interface with the ACH network, as well as the State's financial system of record, IRIS. The dividend program includes monthly payouts, with payouts for the current year's dividend typically starting in October after the vast majority of applications have had their eligibility determined. Any applications not currently approved at that time will be paid during a future month's payment after being determined eligible.

Those applicants determined ineligible and denied have the right to appeal the denial. There are multiple levels of appeals that range from Informal to Superior Court. The appeals workflow starts with the submittal of a request for an appeal form, which is followed by re-evaluation and review of eligibility data and legislative information as well as court determinations. All decisions and details are tracked within the system.

The technology used for the PFD's main legacy system, DAIS, is outdated, difficult to efficiently maintain and improve, and consists of old technology that will reach the end of mainstream support, starting in January 2026. Any new features that need to be supported by the system are created as separate processes using the State's main technology stack.

SEC. 2.03 CURRENT TECHNICAL ENVIROMENT

PFDD's current backend system, DAIS, is the system of record for all Permanent Fund Dividend application information. This system encompasses application ingestion, eligibility determinations, appeal processing, dividend payments, and collections handling. The current iteration of the application was built as a desktop application using PowerBuilder and replaced the PFD Division's older mainframe solution. The application has been upgraded to newer versions of PowerBuilder since its creation, but the system has been determined to be unsustainable in the long-term due to deficiencies and limitations within PowerBuilder. This has also affected the ability to add enhancements and new features to the application to support business needs. Additionally, PowerBuilder is not in alignment with the State's main technology stack and forward-moving technology strategy, and finding and maintaining PowerBuilder development expertise is a challenge, especially as the State has moved to using Microsoft .NET as the main development platform.

In addition to the DAIS system for managing internal operations, there are three public systems that provide various functionalities for Alaskan residents and State agencies to interact with PFDD. Those other systems include:

- The online filing application, which allows PFD applications to be submitted through the web;
- The PFD Information application (myPFDInfo) which allows applicants to check the status of their current PFD application, update application data, and view historical applications; and
- The system that allows government agencies to pull specific PFD data for further matching and processing in support of other downstream processes and allows garnishing agencies and process servers to submit garnishment requests.

There are many other internal systems within the PFD software landscape that were originally intended to be part of the DAIS framework. However, due to the deficiencies and limitations expressed above, the applications were written as individual C#.NET applications to supplement DAIS instead.

The following represents the current PFD software landscape.

PowerBuilder Application

- DAIS – This is the primary application that supports the division's administration of the PFD program and is the system of record. It encompasses among other things, data ingestion, application management, eligibility determination, appeal processing, deduction processing, and collections handling.

MS C# .NET Applications

- 22 DAIS Support Applications - These applications provide additional functionality that, due to technical limitations, time restrictions, or other circumstances, could not be included directly in the main system. These applications include functionality such as additional batch processing, payment processing, service call integrations, data ingestion, data export, and configuration management.
- Online Filing Application - Used by applicants to file online for their annual PFD during the filing season. Includes integrations with DAIS.
 - Note: This application was recently rebuilt and must be reviewed to determine if an integration layer would be appropriate to connect this application to the new system as a viable option, or if reconstruction would be a better long-term solution.
- myPFDInfo - This is a web application that allows individuals to view and manage their PFD applications online after filing. Includes integrations with DAIS.
- RPF - This allows the State and other agencies to pull applicant data from the PFD system. Process Servers and other garnishing agencies may also submit garnishments information for processing and attachment to PFD records.
- Support Services – These include functionalities such as providing dynamic information to the public websites and providing data to other internal backend processes such as document scanning and data entry.

Image Source Application

- Capture & Advanced Capture software – 3rd party document imaging and optical character recognition (OCR) software (ILINX). Integrates information from paper forms into DAIS.

MS SQL-Server SSRS Reports

- Various Business Reports – Pre-Defined, Structured SSRS Reports for business reporting needs in all functional areas.

The following interfaces are supported by the PFD systems and processes.

Project or System	Product Owner	Description/Interrelationship
Image Source (Capture & Advanced Capture software)	ILINX	Document imaging and Optical Character Recognition (OCR) software. This software has been used with DAIS to scan and attach paper documents and TIFF files to individual applications.
SinglePoint	U.S. Bank	The State of Alaska uses SinglePoint as an entry point to generate electronic payments for direct-deposit payments. The payment process from the replacement DAIS must generate the Automated Clearing House Network (ACH) file that is transmitted to SinglePoint.
Division of Elections	AK GOV	Exporting applicant demographic and identifying information as well as images of signatures from PFD applications and signature pages for all applicants over 18 years old
Division of Elections	AK GOV	A yearly incoming file transfer of data about active and inactive voter registration histories. This data is used to assist technicians in finding residency ties with applicants for eligibility determinations.
DFCS Trust Fund Application List	AK DFCS	A yearly incoming file transfer of data containing PFD applications that are sent and filed by DFCS on behalf of individuals. This process allows DFCS to submit a single file containing all applications, instead of submitting individual applications through the myPFD (online filing) web application.
DFCS Trust Fund Payment List	AK DFCS	DAIS generates a data file for each payment run that contains all PFD payments made to applicants by the DFCS Trust Fund. A direct interface transfers data to the DFCS.
DMV List	AK DOA	A monthly incoming file transfer of data containing driver's license and State identification records. In addition, PFD Division staff can look up individual DMV records directly in the DMV system.
Vital Statistics	AK DOH	A monthly incoming file transfer of birth and death records that were processed by DOH in the previous month. This data allows the PFD Division direct access to birth and death records within the State of Alaska for eligibility determinations.
Felons and Misdemeanants List	AK DPS	A yearly incoming file transfer of data about felons residing in the State of Alaska. A direct interface transfers data into DAIS. DPS first retrieves a list of PFD applications through the RPI system, and then submits their list of matching felons.
Sex Offender / Child Kidnapper List (SOCKS)	AK DPS	A yearly incoming file transfer of data about non-compliant sex offenders and child kidnappers. Individuals on the SOCKS list will be denied from receiving a PFD. A direct interface transfers data into DAIS.
Incarcerated List	AK DOC	A yearly incoming file transfer of data about individuals incarcerated in the State of Alaska. Individuals on the DOC Incarcerated List will be

		denied from receiving a PFD. A direct interface transfers data into DAIS.
Selective Service System (SSS)	U.S. GOV	A yearly outgoing file transfer that transmits data about a list of applicants who are male, over the age of 16, under a certain age, and candidates for the draft. An outgoing interface file transfers adult applicants to SSS, and an incoming file from SSS transfers individuals who have been registered by SSS.
IRIS Manual Disbursement (MD) Interface	AK DOA	IRIS is the State of Alaska accounting system. It is used in conjunction with DAIS to make and track payments to individuals and agencies. The payment process within DAIS generates an outgoing XML file that contains warrant information (known as an MD in IRIS) so it can be transmitted to IRIS.
IRIS Warrant Resolution File (WRF) Interface	AK DOA	The payment process within DAIS imports a flat file from IRIS containing the status of active warrants (e.g., cancelled, redeemed, stale dated).
Pick. Click. Give. (PCG)	PCG	The PFD Charitable Contributions Program is hosted by the Alaska Community Foundation, which disburses contributions to the proper charities. The PFD Division gathers pledge data through applications and the myPFD web system. However, the PFD Charitable Contributions Program is not affiliated with the PFD Division.
Alaska Community Foundation (ACF)	ACF	ACF is a contractor that vets PCG applications and disburses contributions by PFD applicants. Every month during the payment season, after payments are disbursed, the PFD Division sends ACF an explanation about how funds should be dispersed to charities. For the rest of the year, the PFD Division supplies applicant demographic data twice monthly to ACF for applicants who have made pledges and who did not select anonymous contributions.
Filing Information Returns Electronically (FIRE)	U.S. IRS	A web portal that uploads 1099-MISC data to the IRS. DAIS generates outgoing files that provide the PFD amounts that applicants have received. These files must be uploaded to the IRS.
IRS e-Services	U.S. IRS	A web portal used for TIN matching, which validates an individual's social security number. DAIS generates a flat file, uploads the file to the IRS web page, and downloads the results.
National Change of Address Listing (NCOA)	BCC Software	A quarterly file transfer that is used to validate mailing addresses, retrieve recently changed mailing addresses, and obtain zip+4 codes. This process gives the PFD Division a mailing discount through the U.S. Postal Service (USPS). The PFD Division uploads a file containing address data to the BCC Software, which validates the addresses and returns the results.
CassVerify	AK DOA	A web service used for real-time mailing address validation.
Routing Number Validation	AK DOA	A web service that takes bank routing numbers and returns data about the bank. This interface is used by the data-entry process to validate bank and account data.

Pay/No Pay Files	AK PFD	A summary of garnishment payments provided to the vendor that submitted the garnishment. An outgoing interface from DAIS to the vendor.
Alaska 529	University of Alaska	An applicant can optionally contribute 50 percent of their dividend to a college savings account. This is handled through the payment deduction process.
Education Raffle	AK DOR	An applicant can optionally contribute to education and participate in a raffle. The amounts can be in \$100 increments.

SEC. 2.04 REQUIREMENTS SUMMARY

The State of Alaska DOR, through the Office of the Commissioner is seeking proposals to transform the DAIS (the primary application used by the PFDD) to administer the Permanent Fund Dividend program. The objective is to migrate from the current legacy system to a cloud-native solution, incorporating innovative technologies such as artificial intelligence, while implementing robust security frameworks to provide effective measures against modern threats.

Key Project Objectives:

- **On Time:** Complete the project by January 1, 2026.
- **On Budget:** Adhere to the allocated budget throughout the project lifecycle.
- **Operational Efficiency:** Enhance the efficiency of PFDD operations through automation and process improvements.
- **User Experience:** Improve the user experience for both agency staff and the general public using the system.

Technical Requirements:

- **Cloud-Native Solutions:** Provide an optimized, flexible, secure cloud-native application.
- **Innovative Technologies:** Integrate innovative technologies, such as artificial intelligence, to automate processes and enhance functionality.
- **Security Frameworks:** Implement comprehensive security frameworks to protect the system and its data throughout the project, ensuring effective and robust measures against modern threats.
- **Easy to Use:** Design an intuitive system that is easy for State staff and the public to use.
- **Configurable Solution:** Ensure the solution can be modified quickly and efficiently in response to legislative and policy changes.
- **Intelligent Design and Automation:** Maximize worker efficiency and effectiveness through intelligent design and automation.
- **Digital Communication:** Modernize the system to leverage digital methods for communicating with applicants wherever possible.
- **Integrated Forms and Imaging System:** Minimize data entry and facilitate case review through an integrated forms and imaging system.
- **Flexible Reporting and Analytics:** Provide quick, easy-to-use, and flexible reporting and analytical functionality for users of all levels.
- **Automated and Ad-Hoc Reporting:** Ensure the system supports automated, ad-hoc, and easy-to-use reporting in line with division requirements.
- **Logging and Auditing:** Implement comprehensive logging and auditing of all automated and manual actions.
- **Data Verification:** Integrate address verification and bank verification.

- **Holistic Solution:** Develop a holistic solution that minimizes the need for ancillary technologies to meet the needs of the agency.
- **Interface Management:** Ensure the system can easily manage interface integrations with other systems and partners.
- **Comprehensive Support:** Support all division actions including document scanning and data ingestion, eligibility determination, public communications, appeal decisions, payment processing, collection handling, and system administration.
- **Security Focus:** Maintain a prioritized focus on security throughout the systems, including comprehensive and strict authentication and authorization based on user permissions.
- **Overall Improvement:** Provide a set of systems that are an overall improvement compared to the current systems for the success of the agency and public interactions.

Stakeholders:

- **Office of the Commissioner:** Provides leadership, direction, and oversight for the project.
- **Permanent Fund Dividend Division (PFDD):** Primary user group and business unit utilizing the DAIS system.

Critical Deadlines:

- **Project Completion:** January 1, 2026.
- **System Security Plan:** Must be completed and receive approval from the Commissioner's Office and the DOR's Chief Risk Officer before the system goes into production.

Additional Considerations:

- **Training and Certification:** Train current business and IT staff, ensuring IT staff are certified in system and cloud technologies involved.
- **Handoff and Ongoing Improvement:** Provide a comprehensive handoff to DOR IT staff for administration and continuous improvement of the system.
- **Security Framework:** Leverage a robust security framework to ensure data protection and regulatory compliance.

This project aims to modernize the DAIS system, providing a scalable, efficient, and secure platform to support the Permanent Fund Dividend program for years to come.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, DOR, is seeking innovative solutions from qualified vendors to transform our existing legacy software system, the DAIS, into a modern, scalable, and efficient cloud-native application (New DAIS) that will interface with multiple online portals and other interconnections that interface with the PFD division. This transformation will prioritize enhancing operational efficiencies, improving the user experience for Alaska residents and PFDD staff, and will create a foundation for long term technological growth, while optimizing costs. The Offerors must complete this project on time and within budget.

The Offerors will be required to address:

- Application Management, Payments, Collections, Reporting Data Ingestion/Export, Public Communication, Technical Details, Security, and User Experience.
- Conduct an in-depth analysis of the current system architecture and its limitations that provides updated design and planning documents for Project Charter, Roadmap, Requirements Documents (User Personas, Process Maps, Future Mode of Operations, Key Test Cases, etc.), architectural design, and tech stack.
- Summary analysis report on necessary steps to complete the New DAIS update project, including timeline to complete remaining items, recommendations to improve the project with the automation of business processes, process improvements, incorporation of AI.
- Develop a comprehensive transformation plan that includes project timeline and milestones, deliverables, cost structure, project risk assessment, recommended system architecture and technologies, approach to change management, quality assurance and control, and risk management.
- Implement the complete migration from the legacy system to New DAIS while ensuring the PFDD continues to provide services to Alaska residents uninterrupted.
- Develop and implement form management, application submission processing enhancements, AI chatbot, application profile management and other administrative enhanced functionalities.
- Develop a secure and user-friendly mobile application to streamline the PFD application process, ensuring accessibility and efficiency for all applicants.
- Implement a robust fraud detection and reporting system that leverages advanced analytics and real-time monitoring to identify, prevent, and report fraudulent activities within the PFD application process.
- Develop and implement enhanced role-based dashboards, case management, appeals management, fraud management enhanced by AI-driven fraud detection, data processing, reports and integration for additional administrative functionalities.

- Provide comprehensive documentation of the architecture, code, and operational configuration and environment.
- Provide system support and both business user and DOR IT administrative training to PFDD State personnel to ensure full completion of training and handoff prior to New DAIS implementation.
- System delivery date is expected by January 1, 2026.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the award, approximately October 2024, until the completion of the project, approximately June 30, 2026.

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 Offeror/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 Offeror will propose deliverables that meet the objectives of this project. Deliverables must be reviewed and approved by the DOR Commissioner or Commissioner's designee. Additional details for acceptance criteria will be defined upon agreement between the DOR Commissioner or Commissioner designee and the contractor at the kickoff meeting. The agreed upon acceptance criteria shall be formally incorporated into the contract via contract amendment at the conclusion of the kick-off meeting.

DAIS Cloud-Native Solutions Deliverables:

- **Project Initiation Document**
 - Document outlining project's purpose, goals, and success criteria
 - Scope definition, timeline, stakeholders, and communication plan
- **Project Plan**
 - Traditional project plan structure with high-level timeline
 - Milestones identification and dependencies mapping
- **Release Plan**
 - Strategy for phased system releases with key descriptions and timelines
 - Inclusion of assumptions, risks, and release notification approach
- **Requirements Document**
 - In-depth detailing of functional, technical, and process requirements
 - Business process models creation for client review and approval
- **Requirements Traceability Matrix**
 - Tracking mechanism for all project requirements
 - Regular updates reflecting project life cycle changes
- **Interface Control Documents**
 - Detailed system interface descriptions with correlation to requirements
 - Flexibility for updates as technical specifications evolve

- **System Design Documents**
 - Technical design blueprints for each module or system
 - High-level and detailed design approval process outlined
 - System must leverage State of Alaska Active Directory for MFA authentication.
- **Database Design Document**
 - Proposed database architecture overview, including data models
 - Performance tuning elements integration for efficiency
- **Test Approach & Strategy Document**
 - High-level testing approach definition for project environments
 - Detailed strategies covering various testing levels
- **Test Plan**
 - Comprehensive test cases to ensure system functionality
 - Segregation of different testing types for clear assessment
- **Architecture Documents**
 - Core architectural elements of proposed system delineated
 - Architectural diagrams provided for clarity and review
- **Test Report**
 - Bi-weekly status report on testing activities and progress
 - Connectivity to Requirements Traceability Matrix for full tracking
- **Data Conversion Analysis & Migration Plan**
 - Detailed analysis of data conversion impact and suitable migration options
 - Plan for seamless data transition ensuring reliability and integrity
- **Change Management Plan**
 - Integration with State's change management procedures and roles
 - Flexibility for embedding change management practices effectively
- **Project Security Plan**
 - Methodology and approach towards security development standards
 - Project objectives aligned with information security policies
- **System Security Plan:**
 - Craft a NIST CSF 2.0 System Security Plan that meets State & DOR requirements.
 - Receive DOR Chief Risk Officer approval for authority to operate (ATO) before go-live.
- **Disaster Recovery & Business Continuity Plan**
 - Craft disaster recovery and business continuity plans
 - Provide method for business continuity during extended service outages
- **Operations & Maintenance Transition Plan**
 - Structured steps for system handover to State staff
 - Clear delineation of transition activities with required resources
- **Release Readiness Review Report**
 - Documentation of pre-production readiness assessment and outcomes
 - Recommendations summary for readiness review improvements and enhancements
- **Operational Readiness Assessment Report**
 - Evaluation document preceding system go-live to ensure operational readiness
 - Assessment findings and recommendations outlined for operational success

- **Go-Live Implementation Plan**
 - Detailed plan for smooth system cutover with defined steps
 - Communication strategies and contingency plans in place for successful implementation
- **Software Code & System Deliverables**
 - Delivery of system software meeting functional and security requirements
 - Integration with State's code repository for code review and approval
- **Project Closeout Document**
 - Handover of project deliverables, resource reallocation, and financial closure
 - Archiving of project records and documentation for future reference
- **Business Training Deliverables:**
 - **Business Training Plan**
 - End-user training framework with flexibility on delivery methods
 - Inclusion of training assessment methods for effectiveness
 - Comprehensive plan for training end-users on system operation and maintenance
 - Clear delineation of training needs for State staff to perform system upkeep
 - **Training Content:**
 - Identification of maintenance tasks and system upkeep responsibilities for State staff
 - Detailed training modules on system maintenance procedures and best practices
 - Provision of hands-on training sessions for practical skill development
 - **Training Deliverables:**
 - Creation of training manuals and guides specifically designed for system maintenance
 - Development of interactive training materials focusing on upkeep tasks and troubleshooting
 - **Training Methodology:**
 - In-person and virtual training sessions facilitating State staff learning
 - Role-playing exercises to simulate real-world maintenance scenarios for practical training
 - Regular training assessments to ensure staff competence and proficiency in maintenance tasks
 - **Maintenance Training Ownership:**
 - State ownership of all training materials to facilitate ongoing training needs
 - Requirement for the contractor to provide training materials in editable formats for State adaptation
 - Transfer of ownership of training program to State after system replacement implementation for continuous training support
 - **Training Schedule:**
 - Structured timeline for training sessions ensuring comprehensive coverage of maintenance tasks
 - Flexibility for additional training sessions based on staff requirements and system updates
 - **Operations Manual**
 - System maintenance details for issue resolution and uptime
 - Recovery protocols and exception handling procedures included

- **IT Training and Administrative Handoff Deliverables:**
 - **IT Training Plan:**
 - Comprehensive training plan to provide DOR IT staff with the necessary knowledge and skills to manage, maintain, and improve the new cloud-native system.
 - Include reasonable industry training and certification of DOR IT staff in New DAIS cloud native technologies, empowering staff to effectively maintain and improve the solution post-implementation.
 - **IT Training Content:**
 - Managing and configuring relevant cloud services and applications.
 - Continuously monitoring, troubleshooting, and maintaining New DAIS.
 - Implementing best practices for securing New DAIS and ensuring its resilience.
 - DevSecOps and code automation methodologies to support and improve New DAIS.
 - **IT Training Deliverables:**
 - Identification of general and solution specific training and certification for roles such as system administration, system maintenance, and system improvement. Provide training and certification necessary for DOR IT staff to be effective in those roles post-project.
 - Training materials, such as manuals and guides, interactive training, or other training approaches that will effectively train DOR IT Staff to be proficient in these roles.
 - Certification preparation materials, courses, and certification testing.
 - **IT Training Methodology:**
 - In-person and/or virtual training sessions for IT staff.
 - Hands-on workshops for practical skill development.
 - Simulation exercises for real-world cloud-native administration scenarios
 - Regular training assessments to ensure IT staff proficiency before system handoff.
 - **IT Training Ownership:**
 - State ownership of all IT training materials to support ongoing learning and skill development.
 - Editable training materials provided by the contractor for State adaptation.
 - Handoff of the IT training program to State staff after system implementation for continuous improvement.
 - **IT Training Schedule:**
 - Structured timeline for IT training sessions.
 - Flexibility for additional training sessions based on DOR IT staff capabilities, requirements and system updates.
 - DOR IT staff should be trained and equipped with the necessary knowledge and skills to manage, maintain, and improve the new cloud-native system before go-live.

- **Meeting Deliverables:**
 - The contractor is expected to work with DOR/PFDD to form a meeting strategy that will keep the project moving forward. The contractor will make recommendations to achieve effective and productive project meetings, including a kick-off meeting that will set the tone for the project and tie into the Project Initiation Document as described in the list of deliverables.

The Offeror is encouraged to present an optimal development process while ensuring adherence to the outlined requirements. This structure provides flexibility for creative project development approaches by contractors while maintaining alignment with project objectives.

SEC. 3.04 CONTRACT TYPE

This contract is a firm, fixed price professional services contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule with the successful offeror/contractor. 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 DOR, Commissioner, or the Commissioner's designee.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Does not apply to this project.

SEC. 3.07 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Does not apply to this project.

SEC. 3.09 LOCATION OF WORK

The project work will be completed and managed remotely with limited onsite presence. On-site presence will only be necessary for specific tasks and interactions that will need to be coordinated with the

DOR/PFDD. Offeror will need to illustrate in proposal how much on-site access is necessary to complete project and when this access will be granted.

The State will provide workspace for the contractor when they are physically on-site at a DOR/PFDD office locations.

The contractor is responsible for providing their own computers, mobile devices, smartphones, and software. The contractor will ensure all their electronic devices and media are encrypted and securely configured. Contractors will keep current with security patches by ensuring their operating systems, software, and firmware are patched within 72 hours of the release of a security patch.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor and their subcontractors shall be performed in the United State of America (USA) and that all data shall remain within the physical and legal boundaries of the USA.

If the Offeror cannot certify that all work will be performed in the USA, 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 USA, including where, by whom, and the reason the waiver is necessary.

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

SEC. 3.10 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.

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;
- If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.
- 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 DOR Commissioner or Commissioner designee.

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

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 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. 3.13 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.14 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.

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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. 3.16 LIQUIDATED DAMAGES

Does not apply to this project.

SEC. 3.17 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 DOR Commissioner or Commissioner's designee 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 DOR or the Commissioner's designee.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract.

Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Comprehensive background report prepared by the Alaska Information and Analysis Center (AKIAC).
- A fingerprint-based criminal history check (AABIS and FBI). Investigations are processed by the Department of Public Safety and in accordance with DPS background investigation procedures.

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

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

SEC. 3.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.20 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to 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.

Professional Liability Insurance: Without limiting Vendor's indemnification obligations under this Agreement, Vendor agrees to procure at its expense, and to maintain, policies of insurance in accordance with the State of Alaska insurance requirements.

- Insurance Coverages with worldwide scope provided by a reputable insurance carrier or carriers as determined acceptable by the State of Alaska are required as follows:
 - Vendor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$5,000,000 USD combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of the State of Alaska.
 - Vendor shall maintain Technology Errors & Omissions Insurance covering all services being performed by Vendor for the State of Alaska and arising out of Vendor's failure to perform, error or omission, or professional negligence as well as any professional services by a subcontractor(s) of the Vendor. This insurance shall include any obligations to indemnify for failure to perform professional services intellectual property infringement. The Technology Errors & Omissions Insurance shall be maintained with minimum limits of \$5,000,000 USD each claim and in the aggregate during the course of this contract and for up to three-years post the completion of this contract.

The above requirements under Sections 11.2(iv) and (v) for Cyber/Network Security and Privacy Liability and Technology Errors & Omissions can be met by separate policies or a combination of these coverages under one policy form with minimum limits \$10,000,000 USD each occurrence and in the aggregate.

- Vendor will cause the State of Alaska to be named as an additional insured on the Cyber/ Network Security / Privacy Liability and Technology Errors & Omissions policies. Vendor will deliver annually a certificate of insurance evidencing the coverage's required by this Agreement. The certificates of insurance will clearly state: "This is primary insurance without recourse to similar insurance maintained by the additional insured or its subsidiaries and affiliates, if any."
- Vendor will be required to provide not less than thirty (30) days' prior notice of cancellation, intention not to renew, or material change in coverage; provided, however, that no reduction, cancellation or material changes in any policy will relieve Vendor of Vendor's obligation to maintain coverages in accordance with this Agreement.
- Vendor, on behalf of Vendor and Vendor's insurers, hereby waives subrogation against COMPANY and its Affiliates under the insurance coverages maintained by Vendor pursuant to this Agreement for losses or claims arising out of the insured party's acts or omissions. Evidence of such waiver reasonably satisfactory in form and substance to COMPANY will be exhibited on the Certificates of Insurance required by this Agreement.

SEC. 3.21 TERMINATION FOR DEFAULT

- If the DOR Commissioner or Commissioner's designee 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 the remaining work.
- The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 SPECIAL INSTRUCTIONS TO OFFEROR

By submitting an Offer, the Offeror makes a firm commitment to meet the requirements as described in Section 3.01-3.3 of the RFP. An incomplete proposal can lead to possible disqualification.

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.

Offerors shall include in their submission, the following forms. The forms must be completed accurately, in the format provided and in accordance with instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Offerors must acknowledge and provide additional documentation as outlined below with their Proposal in order to be considered responsive and to move onto the PEC evaluation phase:

REQUIRED SUBMITTAL FORMS
Scope/Level of Expertise Plan
Provided version of the required Proposals as outlined in Section 1.07-Return Instructions.
3 Reference Letters
Cost Proposal
Signed Department of Revenue Confidentiality Agreement
Signed Information Use Agreement

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

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.

OFFEROR'S CERTIFICATION

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

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;

- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- all terms and conditions set out in this RFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- that the offers will remain open and valid for at least 90 days.

If any Offeror fails to comply with proposal content of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

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.

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 State 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.

FEDERAL REQUIREMENTS

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

SEC. 4.03 SCOPE/LEVEL OF EXPERTISE PLAN

Offerors will be required to complete the separately provided Scope/Level of Expertise Plan.

Offerors will also provide an organizational chart including but not limited to a roster and a narrative description (i.e. titles, resumes, etc.) specific to the personnel assigned to the project to accomplish the work called for in this RFP.

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

SEC. 4.04 MANAGEMENT PLAN FOR THE PROJECT

Offerors response: Offerors must provide comprehensive narrative statements that demonstrate, illustrate, and define, the Offerors understanding of the project and how the project approach offered will ensure success. There must be an individual narrative for each of the four categories defined in this section. Each category within section 4.5 must be addressed individually for ease of evaluation.

Cost Control: Offeror must demonstrate cost-efficient strategies in proposals for managing expenses effectively. Provide a detailed breakdown for each phase, illustrating prudent resource allocation, establishing monitoring mechanisms for budget adherence, incorporating value engineering principles, and prioritizing continuous cost improvements to deliver a cost-effective solution without compromising quality.

Project Understanding: Clearly demonstrate a comprehensive grasp of the project scope and requirements by outlining key business needs and operational efficiencies. Address limitations in the current DAIS system and propose solutions to enhance user experience, operational efficiency, and cost optimization. Align project objectives with identified business needs to ensure stakeholder satisfaction.

Project Management Plan: Show a deep understanding of requirements and scope, outline methodologies for efficient project execution, monitoring, and control. Define roles and responsibilities, address potential risks, and provide strategies for risk management. Ensure a well-defined change management process, project scheduling, milestone tracking, and issue resolution mechanisms.

Meeting Management: Focus on effective stakeholder engagement, progress tracking, meeting facilitation strategies, management approaches, and outcome-driven methodologies.

Change Management: Elaborate on managing changes within the project scope, timeline, and resources. Document and communicate adjustments throughout the project timeline.

SEC. 4.05 PROJECT APPROACH

Offerors response: Offerors must provide comprehensive narratives statements that demonstrate, illustrate, and demonstration how the project approach offered will ensure success. There must be an individual narrative for each of the six categories defined in this section. Each category within section 4.5 must be addressed individually for ease of evaluation.

Technical Approach: Provide a clear roadmap outlining system development, implementation, and testing phases with essential milestones and dependencies. Proposed methodologies for secure development practices, continuous improvement, and legacy resource integration. Incorporate the latest technologies and development methodologies for successful implementation. Offerors proposal should demonstrate specific strategies for a smooth integration of system components and supporting applications within the project timeline.

Cloud Architecture & Migration: Highlight differentiating factors in cloud architecture and migration, expertise in the field, relevant technologies for the New DAIS system, challenges in migrating legacy systems, and past cloud migration experiences.

Security Implementation: Integrate security measures in the cloud environment, detail methodologies for threat detection and mitigation, specify security frameworks and best practices, and ensure post-implementation security monitoring, auditing, and compliance.

Data Conversion & Management: Outline data conversion strategies, including extraction, transformation, and management plans.

User Training & System Maintenance: Provide plans for user training, support, and system maintenance post-implementation. Detail methodologies for internal IT staff upkeep and training materials, outline a structured approach for diverse user training needs, and plan for user training effectiveness evaluation and sustainment.

Additional details concerning the evaluation factors and required information to be included in Proposals are provided in Section 5.2 Evaluation Criteria, Attachment 1 to this RFP (PFDD DAIS Requirements), and attachment 2 to this RFP (Scope/Level of Expertise Plan Form).

SEC. 4.06 RISK EVALUATION

State understands that technology projects tend to have a variety of risks. Offerors must provide a detailed plan on identified potential risks and vulnerabilities, provide a detailed comprehensive strategy on how the offeror plans to address and integrate proposed solution, and mitigate future risk with established protocols, reporting, and troubleshooting workflows.

SEC. 4.07 MILESTONE SCHEDULE

Offerors are required to submit a clear roadmap outlining key milestones, associated tasks, assigned responsible parties, dependencies, success criteria, and status reporting. Additionally, Offerors must provide comprehensive narrative statements detailing how they intend to execute the work, adhere to the project schedule, and achieve the State's project goals.

SEC. 4.08 OFFEROR PRESENTATION AND Q&A SESSION

DOR will set-up presentations with all the response Offerors either in person or virtually through Microsoft Teams following the submission of Offeror's proposals. Offerors will be required to identify how their proposed development and implementation process will be successfully implemented within the two-year contract period and within budget. Offerors shall provide appropriate contact information upon request to enable DOR to arrange demonstrations. In addition, after the presentation, the Offerors will be required to participate in a questions and answers session with the PEC. During the presentation and questions and answers session, the Offerors must have their designated key staff available including but not limited to senior leadership such as the Project Manager, System Development Lead/Solutions Architect and Senior Business Analyst.

SEC. 4.09 COST PROPOSAL

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

SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not required for this project.

SEC. 4.11 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

1. Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
2. A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate all responsive proposals.
3. The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria as set out in Section 5.03 – 5.07.
4. The PEC will hold presentations and questions and answers sessions with each offeror from September 17 through September 19, 2024. Each Offeror will provide a 45-minute presentation with an additional 45 minutes allocated at the end of the presentation for the PEC members to ask questions about the offerors presentation.
5. After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing individual evaluator scores.
6. The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7. The procurement officer will calculate final scored points along with factoring in any Alaska preferences.
8. The procurement officer may ask for best and final offers from Offerors susceptible for award and revise the cost scores accordingly.
9. The State will then conduct any necessary negotiations with the highest scoring Offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Evaluation purpose- Offerors/Contractors will be required to provide one copy of their proposal that includes the company name, project lead names, and anything other company identifier that does not hinder the PEC's ability to evaluate the proposal. Further breakdown of proposal development will be detailed in **Sec. 4- Proposal Formant and Content**.

Proposals will be evaluated based on their overall value to State, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Scope/Level of Expertise Plan	150
Management Plan for the Project	90
Project Approach	200
Risk Evaluation	90
Milestone Schedule	40
Presentations and Questions and Answers	180
Total	750

Cost Criteria	Weight
Cost Proposal	150
Total	150

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign their evaluated score for each section from the amount allocated to evaluated section.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

SEC. 5.04 SCOPE/LEVEL OF EXPERTISE PLAN (15% 150 POINTS)

Proposals will be evaluated against the questions set out below:

Legacy to Cloud Transformation:

1. Does the Offeror provide examples of previous projects where they successfully transformed legacy software systems into modern, cloud-native applications, including specific metrics (e.g., system uptime, performance under load, user satisfaction) to demonstrate success?

System Performance:

2. Does the Offeror describe their experience in ensuring high system performance under heavy load conditions and provide supporting evidence from past projects?

Cloud-Native Transition:

3. What is the Offeror's experience with transitioning systems to cloud-native architecture while maintaining uninterrupted services, and what specific methodologies and tools were used?

Innovation and Modernization:

4. How does the Offeror approach innovation and modernization in system architecture and automation, and can they provide examples of innovative solutions implemented and their impact (e.g., cost savings, improved efficiency)?

Cost Optimization:

5. What strategies does the Offeror use for optimizing costs in their projects while ensuring quality and efficiency?

System Training and Handoff:

6. How does the Offeror approach system training and handoff for internal staff, and do they include detailed plans or methodologies for training, such as types of training provided (e.g., hands-on, documentation, online courses), duration, and certifications achieved?

Risk Management:

7. What is the Offeror's strategy for managing risks in technology projects, and can they provide specific examples of risk management plans implemented, including tools and techniques used?

Change Management:

8. How does the Offeror approach change management in projects, especially when adjusting project scope, timeline, or resources?

Security Measures:

9. What is the Offeror's expertise in implementing and maintaining security measures in cloud environments, and can they provide examples of past implementation of security frameworks like NIST CSF 2.0?

Ongoing Maintenance and Support:

10. How does the Offeror handle ongoing maintenance, support, and improvement of cloud-based systems after deployment, and what sets their approach apart from other contractors?

SEC. 5.05 MANAGEMENT PLAN FOR THE PROJECT (9% 90 POINTS)

Proposals will be evaluated against the questions set out below:

Project Management Evaluation Questions:

1. Does the project management plan demonstrate a comprehensive understanding of DOR/PFDD's requirements and the project scope?
2. Can the proposal provide detailed methodologies for effective project execution, monitoring, and control?

3. Does the project management plan outline clear roles and responsibilities for all project team members and stakeholders?
4. How does the proposal address potential risks and provide strategies for risk management within the project management plan?
5. Can the proposal demonstrate a structured approach to project scheduling, milestone tracking, and cost management in the project management plan?

Project Understanding Questions:

6. How does the proposal outline a detailed understanding of the project scope and requirements to ensure successful implementation?
7. Can the proposal provide concrete examples demonstrating a comprehensive understanding of the business needs and operational efficiencies?
8. Has the proposal conducted a thorough analysis of the current DAIS system's limitations as outlined in the RFP?
9. What strategies are proposed to enhance user experience, improve operational efficiency, and optimize costs within the project scope?
10. Are the project objectives effectively aligned with the identified business needs to ensure project success and stakeholder satisfaction?

Change Management Question:

11. Does the proposal showcase a well-defined change management process and explain how changes to project scope or requirements will be managed?

Meeting Management Question:

12. Have project meetings been structured effectively to encourage communication, collaboration, and decision-making among stakeholders?

SEC. 5.06 PROJECT APPROACH (20% 200 POINTS)

Proposals will be evaluated against the questions set out below:

Technical Approach:

1. How technically sound are the proposed solutions to address deficiencies and limitations in the existing system architecture?
2. What specific methodologies and tools are proposed for enhancing user experience within the new system while addressing technical deficiencies?

Cloud Architecture & Migration:

3. How does the Offeror approach implementing cloud architecture and migration, and do they provide insights into their expertise and experience in cloud architecture and migration services?

4. What specific cloud architecture models and technologies are suggested for the cloud-native transformation of the DAIS system, and can the Offeror present past experiences and achievements in cloud platform migrations to showcase their capabilities?

Security Implementation:

5. How does the proposal address and integrate security measures within the cloud environment to ensure data protection and compliance with industry standards?
6. Are there specific details in the proposal outlining the creation and maintenance of a robust security plan and framework for the project, and what methodologies and tools are proposed to monitor, detect, and mitigate security threats effectively?

Data Conversion & Management:

7. What strategies does the Offeror outline for data conversion, extraction, transformation, and management, and do they highlight experience in managing large data quantities with an emphasis on governance and compliance?
8. Can the Offeror elaborate on their data conversion strategies, particularly in relation to data governance and compliance, and provide examples of successful data management implementations in similar projects?

User Training & System Administration:

9. What plans does the Offeror provide for user training, support, and system maintenance post-implementation, and do they detail methodologies for providing advanced training and certification for ongoing system upkeep and improvement by the internal IT staff?
10. How comprehensive are the proposed methodologies for ensuring system upkeep by the internal IT staff, and can the Offeror detail comprehensive training methodologies and materials aimed at facilitating effective user adoption and proficiency with the new system?

SEC. 5.07 RISK EVALUATION (9% 90 POINTS)

Proposals will be evaluated against the questions set out below:

1. How robust is the risk assessment strategy presented for identifying, assessing, and managing risks throughout the project?
2. How does the proposal address potential risks and challenges, ensuring adaptive responses specific to technology projects?
3. To what extent does the plan effectively collaborate with DOR/PFDD on risk assessment and mitigation strategies across project phases?
4. How does the proposal manage risks related to meeting project milestones and deadlines, ensuring timely project deliveries?

SEC. 5.08 MILESTONE SCHEDULE (4% 40 POINTS)**Proposals will be evaluated against the questions set out below:**

1. How well does the proposed milestone schedule align with the expected contract completion date?
2. How clearly are key milestones, associated tasks, and dependencies defined in the timeline to ensure project progress tracking?
3. How does the plan account for transitions to cloud-native architecture and integration with legacy resources within the scheduled timeframe?
4. How does the proposal address potential delays and adjustments to milestone timelines while ensuring timely deliverables?
5. How does the milestone schedule support effective reporting and tracking mechanisms to monitor progress and address any deviations from the timeline?

SEC. 5.09 OFFEROR PRESENTATION AND QUESTIONS AND ANSWERS SESSION (18% 180 POINTS)

Offerors will facilitate a 45-minute presentation identifying how their proposed development and implementation process will be successfully implemented within the contractual period and how they plan to remain in budget. Offerors will have an additional 45 minutes allocated at the end of their presentation for the PEC members to ask questions about the Offeror's presentation.

Presentation will be evaluated against the questions set out below:

Development Process Evaluation:

1. How will your proposed development methodology ensure alignment with project requirements?
2. Can you provide a detailed timeline outlining key project phases and milestones over the two-year contract period?
3. How do you plan to allocate resources effectively to support project delivery?
4. What strategies do you have in place for stakeholder engagement and communication throughout the development process?

Implementation Strategies Assessment:

1. What is your plan for the deployment of developed solutions into the live environment?
 - a. How do you intend to manage change during implementation to ensure smooth transitions?
2. What measures will you implement to maintain quality assurance during implementation phases?

Budget Control Measures Inquiry:

1. Can you outline your cost management plan for the two-year contract period? How will you monitor budget expenditures and provide progress reporting?
2. What strategies do you have to identify and mitigate potential cost risks?

Maintaining Budget Compliance Questions:

1. How do you plan to control costs and prevent budget overruns during the project?
2. What are your strategies for resource optimization to maximize efficiency and cost-effectiveness?
3. Could you elaborate on the contingency measures in place to handle unforeseen cost variations?

Evaluation Criteria Clarification:

1. How confident are you in meeting proposed timelines and milestones efficiently?
2. Can you explain how you will manage and optimize project resources effectively?
3. What mechanisms will you use to ensure compliance with budget constraints?
4. How do you plan to address and mitigate potential project budget risks?

SEC. 5.10 CONTRACT COST (15% 150 POINTS)

Overall, a minimum of 15% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the Offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):**Step 1**

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal}$
= **336.8**

SEC. 5.11 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the Offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which Offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

Step 3

Add the applicable Alaska Offeror preference amounts to the Offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

- fisheries business licenses issued by Alaska DOR or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska DOR 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 DOR.

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

SEC. 6.03 SITE INSPECTION

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

An evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the DOR Commissioner or Commissioner Designee 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.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected Offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an Offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license;
- 3) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;

- 4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

- B. has an active partnership with an entity that employs an apprentice through a program described above.

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

Alaska Military Skills Program Preference Certification

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

SEC. 6.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 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. 6.19 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. 6.20 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.21 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. 6.22 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. 6.23 ASSIGNMENT

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

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 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. 6.26 SEVERABILITY

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

SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Offerors Checklist
- 2) PFD_Attachment 1-DAIS RFP Requirements
- 3) Scope/Level of Expertise Plan Form
- 4) Cost Proposal
- 5) DOR Confidentiality Agreement
- 6) DOR Information Use Agreement
- 7) Standard Agreement Form with Appendix A
- 8) Notice of Intent to Award
- 9) Alaska Bidder Preference Certification Form