

STATE OF ALASKA REQUEST FOR PROPOSALS



ELECTRONIC VISIT VERIFICATION

RFP 2025-1600-0310

ISSUED 5/30/2025

THE DEPARTMENT OF HEALTH (DOH), DIVISION OF SENIOR AND DISABILITIES SERVICES (SDS), IS SOLICITING PROPOSALS FOR QUALIFIED OFFERORS TO IMPLEMENT, MANAGE, AND OPERATE AN OPEN/HYBRID MODEL ELECTRONIC VISIT VERIFICATION (EVV) SYSTEM.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF SENIOR AND DISABILITIES SERVICES

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health, Division of Senior and Disabilities Services (SDS) is soliciting proposals from qualified and experienced firms to implement and maintain a software solution that will satisfy the requirements of the Electronic Visit Verification solution for Medicaid programs in Alaska.

SEC. 1.02 BUDGET

Department of Health, Division of Senior and Disabilities Services, estimates a budget of \$1,600,000.00 for completion of this project. Proposals priced at more than \$1,600,000.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 1PM prevailing Alaska Time on June 20, 2025. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer and least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

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 Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		May 30, 2025
Deadline to Submit Questions		June 10, 2025
Deadline for Receipt of Proposals / Proposal Due Date	1PM	June 20, 2025
Proposal Evaluations Start		Week of June 30, 2025
Demonstrations Complete		Week of July 14, 2025
CMS Review and Approval		August-September 2025
Notice of Intent to Award		September 2025
Contract Issued		September-October 2025

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 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 project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Health (DOH), Division of Senior and Disabilities Services (SDS), is soliciting proposals from qualified contractors to implement, manage and operate an Open/Hybrid Model Electronic Visit Verification (EVV) system in compliance with the federal requirements of section 12006(a) of the 21st Century Cures Act (Cures Act).

DOH is procuring a single statewide EVV Solution to meet the requirements set forth in the Cures Act and shall be minimally burdensome to providers, recipients, and existing state systems. The proposed Open/Hybrid model will allow providers with existing EVV systems to continue using them. The EVV Solution shall have two separate but related components of data collection and data aggregation. The system shall be flexible and scalable so it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing.

The EVV Solution shall provide the following anticipated benefits:

- Enforcing and collecting data that would demonstrate compliance with the Cures Act;
- Provide data to support quality improvement and program efficiencies;
- Real time viewing of utilization and services provided;
- Improving quality of care for Medicaid recipients;
- Reduce unauthorized services, billing errors, and improve payment accuracy; and
- Provide additional auditing tools to reduce fraud, waste and abuse.

Department

The mission of the DOH, SDS is to promote health, well-being and safety for individuals with disabilities, seniors and vulnerable adults by facilitating access to quality services and supports that foster independence, personal choice and dignity. SDS certifies qualified providers of services for Home and Community Based Services (HCBS) and Personal Care Services (PCS).

The mission of the DOH, Health Care Services (HCS) is to provide all eligible Alaskans access to the full range of appropriate Medicaid services and to provide oversight of the delivery of those services. DOH, HCS is responsible for policy, provider enrollment and fiscal management of Medicaid. HCS also protects Alaska's most vulnerable populations through certification and licensing sections.

Medicaid Program Integrity (MPI) is a system of reasonable and consistent oversight of the Medicaid Program. DOH MPI effectively encourages compliance, maintains accountability, protects public funds, supports awareness and responsibility, ensures that providers meet participation requirements, ensures that services are medically necessary, and ensures payments are for the correct amount and for covered services. The goal of MPI is to reduce and eliminate fraud, waste, and abuse in the Medicaid Program.

The DOH, Division of Finance and Management Services (FMS), Information Technology Services (ITS) section operates a full-service information technology services organization within DOH. The mission of ITS is to provide reliable and stable technology platforms in support of the DOH's service delivery programs in as cost-effective and efficient a manner as possible.

The three entities named earlier (SDS, HCS, MPI,) currently administer and monitor, including but not limited to, Medicaid-funded HCBS Programs. Each waiver, state plan and targeted population has a specific service package

and eligibility criteria. These Divisions serve approximately 2200 Alaskans Personal Care Services and Home Health Services. The fourth entity, FMS ITS, maintains complex information systems to support the department's administrative and programmatic activities and offers a variety of technology support services to assist department staff and stakeholders in using resources and services that ITS is responsible for providing services throughout Alaska.

Services

The Cures Act mandate includes all services requiring an in-home visit for Personal Care Services (PCS) that consist of services supporting Activities of Daily Living (ADLs), Instrumental Activities of Daily Living (IADLs) and Home Health Care Services (HHCS). In Alaska, these services are managed by DOH through the Medicaid State Plan options: the 1905(a)(24) state plan personal care benefit option, the 1915(k) Community First Choice (CFC) state plan option, and the home health care services option under 1905(a)(7).

Personal Care Services are provided through a certified and enrolled agency as follows, either:

- Agency Based PCS Program (ABPCA): agency oversees, manages, and supervises care, or
- Agency with Choice (Consumer-Directed PCS Program – CDPCA): each consumer may manage his or her own care by selecting, hiring, firing, and supervising their own personal care assistant that must be an employee of the agency.

DOH is not the employer of personal care assistants. Each personal care assistant must be employed by a certified agency and enrolled with Medicaid Management Information System (MMIS) to receive a unique rendering number that is used for claiming. Currently, both service delivery models are documented and fiscally managed in the same manner by the provider agency. DOH determined that separate requirements for different service models would be burdensome for providers and recipients. DOH intends to use EVV for PCS services whether provided in-home or in the community. The EVV solution selected must allow flexible scheduling options to ensure that recipients maintain the ability to manage their own care. Both service delivery models will be included in the EVV mandate for Alaska.

Home Health Care Services (HHCS) are provided through an enrolled home health care provider. The following services and procedure codes will be included in the implementation of the EVV mandate for Alaska. Over time, additional divisions may require EVV service codes, upon which they may be negotiated into the scope of the resultant contract. Negotiated rates will be based on the rates proposed in response to this RFP.

PCS Services	Procedure Code
Personal Care-Agency	T1019
Personal Care-Consumer Directed	T1019 U3
Personal Care- Agency - Community First Choice	S5125
Personal Care- Consumer Directed - Community First Choice	S5125 SE
Skills Building Personal Care- Community First Choice	S5108
Additional service codes shall be added at the discretion of the Department. The system shall be flexible to accommodate additional services and program funding.	

Home Health Care Service	Revenue Code	Procedure Code
Specialized Private Duty Nursing (RN)	N/A	T1002 U2
Specialized Private Duty Nursing (LPN/LVN)	N/A	T1003 U2
Physical Therapy: In the Home, Per Diem	421	S9131
Occupational Therapy: In the Home, Per Diem	431	S9129
Speech Therapy: In Home, Per Diem	441	S9128
Nursing Care: In Home, By RN, Per Diem	551	T1030
Nursing Care: In Home, By LPN, Per Diem	551	T1031
Home Health Aide (HHA), Per Diem	571	T1021
HHA: In the Home, Per Hour	572	S9122
Additional service codes shall be added at the discretion of the Department. The system shall be flexible to accommodate additional Services and program funding.		

Current Functionality

SDS currently uses the WellSky Harmony Data System to support the following functions:

- Medicaid recipient demographic information;
- Recipient service plans;
- Support plans that capture the approved services and tasks associated;
- Selected certified provider for the specific service; and
- Provider certification and demographic information.

SDS manually enters the approved service authorizations into MMIS for PCS/CFC-PCS. The States fiscal agent manually enters the approved service authorizations into MMIS for HHCS.

DOH currently contracts with HMS Gainwell Technologies as the fiscal agent. Conduent operates the Enterprise MMIS that supports the following functions:

- Provider enrollment;
- Provider demographic information;
- Service Authorizations;
- Claim validation and management;
- Payment to health care providers; and
- Utilizing electronic remittance advice 835 file.

Medicaid currently operates primarily on a fee-for-service provider reimbursement basis. Providers bill directly through MMIS. The claim must contain the following elements:

- Provider enrollment number/Medicaid billing ID number;
- Rendering direct care worker/personal care assistant enrollment number;
- Recipient's Medicaid ID number;
- Service codes/Revenue codes;
- Number of units claimed;

- Service authorization number; and
- Date of service.

Resources

Additional information about the Personal Care Program can be found here:

<https://health.alaska.gov/en/services/pcs/>

Personal Care Regulations can be found here:

<https://www.akleg.gov/basis/aac.asp#7.125>

Additional information about the Community First Choice Program can be found here:

<https://health.alaska.gov/en/services/community-first-choice/>

Community First Choice Regulations can be found here:

<https://www.akleg.gov/basis/aac.asp#7.127>

Additional information about the Home Health Program can be found here:

<https://health.alaska.gov/en/division-of-health-care-services/health-facilities-licensing/>

Home Health regulations can be found here:

<https://www.akleg.gov/basis/aac.asp#7.12.500>

Alaska Provider Billing Manuals can be found here:

<https://extranet-sp.dhss.alaska.gov/hcs/medicaidalaska/Provider/Sites/BillingManuals.html>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Health, Division of Senior and Disabilities Services, is soliciting proposals for an Offeror to provide, implement, operate, and support an Open/Hybrid Model EVV system in compliance with the 21st Century Cures Act requirements for the Alaska Medicaid program and providers of Medicaid 1915(c) Home and Community Based Services, Personal Care Services delivered under the authority of the Medicaid State Plan 1905 (a)(24), and Community First Choice (CFC) 1915(k). This system must provide real-time electronic verification, tracking, and documentation of the required elements identified by the Department. The system must also provide a data aggregation solution that shall certify and validate provider data submitted through an existing EVV contractor system. The System shall be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing. The system must meet CMS Electronic Visit Verification Certification requirements.

DOH is specifically looking for a Software as a Service (SaaS) solution to expedite implementation. SaaS proposals must include annual hosting fees. DOH is seeking an EVV solution specifically designed and compliant with the requirements for Medicaid providers that provide services to seniors, individuals with disabilities and individuals who require Home Health services provided in their home. DOH expects the EVV Contractor to bring industry best practices to streamline implementation and utilization of the EVV solution. It is expected that there will be some level of phased implementation, and recommendations from the contractor will be included in how the plan is created.

To meet the requirement for EVV system use, providers must either (1) use the state-contracted EVV system resulting from this RFP or (2) at the provider's own expense and sole responsibility, use an alternative EVV system certified for use by the state selected contractor and approved by DOH. Any such certified alternative EVV system must transmit all EVV data to the state-contracted EVV system's Aggregator on a secure, seamless, real-time basis consistent with DOH approved specifications. Following the stakeholder consultation process and technical consultations with the EVV Contractor and Medicaid fiscal agent, DOH will promulgate and issue the users manuals on EVV and specify the standards and process for testing and certification of alternative EVV systems.

The EVV Contractor's system solution and services shall provide the following:

1. Complete real-time electronic verification, tracking, and documentation of:

- a) Identity of the individual receiving services to include their Medicaid identification number
- b) Date, time, and location the service begins
- c) Date, time, and location the service ends
- d) Specific type of services performed
- e) Identity of the individual providing the service through use of a highly accurate and reliable form of biometric identity verification and the care provider's Medicaid provider rendering number
- f) Identity of the Medicaid Provider billing number
- g) The member or member's responsible party independent verification of services received
- h) The member or member's responsible party independent verification of the visit

2. Data Aggregation solution that shall receive data from both the data collection component of Alaska's EVV system and other data collection systems in near real-time (3 seconds 99% of the time), satisfying criteria

agreed upon by Contractor and DOH.

3. Data Collection solution that shall collect EVV data from multiple technology options (GPS, Telephony, etc.) and any alternative solutions to securely collect the information necessary to verify the visit and service delivery.

4. The EVV solution should meet requirements outlined in the Mandatory requirements outlined in the EVV Functionality Matrix Submittal Form C1.

5. Upon request from the procurement officer, the highest ranked offeror will submit a draft Service Level Agreement (SLA) using submittal form I, based on attachment 6 of the RFP. The SLA's will be negotiated with the highest ranked offeror per RFP Section 5.11. The State seeks to ensure that the selected vendor has a comprehensive SLA that defines performance expectations, service standards, and accountability for the services provided under this contract. The use of Key Performance Indicators (KPIs) are referenced in the SLA as they are required Centers for Medicare and Medicaid Services (CMS) data elements that must be supported by the offeror's solution. The SLA will not be used as part of the proposal evaluation process but will serve as a basis for future contract negotiations and vendor accountability.

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

Task 1: Project Management Requirements

The Contractor shall incorporate standards and guidance from the Project Management Body of Knowledge (PMBOK) version 6 or newer.

Task 2: Project Initiation/Kick Off meeting

The Contractor shall facilitate an in-person project kick-off meeting in Anchorage, Alaska, within thirty (30) calendar days after the contract award or a mutually agreed upon date in writing. Additional items to be addressed in the kick-off meeting include:

1. Introductions
2. Review Contractor's draft Master Project Work Plan/Schedule plan
3. IT Security Assessment Process

Deliverables:

- a) Meeting agenda in draft and final format. The Contractor must deliver a draft agenda to DOH for review and approval no later than seven (7) calendar days before the scheduled meeting. A final meeting agenda must be delivered to DOH no later than two business days before the meeting.
- b) An updated Master Project Work Plan/Schedule
- c) Develop a plan and milestones for completing the Security Assessment or draft plan to complete the security assessment.

Task 3: Project Planning

- a) The Master Project Management Plan and an updated Master Project Work Plan/Schedule must be submitted within thirty (30) calendar days of the contract award using Microsoft Project. Contractor shall update and adjust the plan as needed throughout the project.
- b) Entrance and exit criteria shall be incorporated into the Master Project Management Plan and the Contractor shall produce draft criteria for DOH consideration to establish task specific entrance and exit criteria prior to proceeding beyond the Project Planning for the following tasks:
 - 1. System Design (Configuration) (see Task 6)
 - 2. System Deployment (see Task 13)
 - 3. Maintenance and Operations (see Task 15)
 - 4. Project Close Out (see Task 14)
- c) Contractor shall develop branding (including the name and logo) of the EVV System and shall develop and maintain a website where all communication and educational tools and other pertinent EVV information shall be hosted, subject to DOH approval. Website maintenance shall be for the duration of the contract term. These tools and materials including rights/registration shall remain the property of DOH.

Deliverables:

- a) Master Project Management Plan and Master Project Work Plan subject to DOH approval.
- b) Communication Plan. The Communication Plan is subject to approval by DOH and shall be submitted as part of the Master Project Management Plan. The following must be included in the Communication Plan:
 - 1. Address the outreach, feedback solicitation and communications (type, frequency, and format) for the duration of the project to include all geographic areas of the state and the following stakeholders:
 - I. Medicaid Provider Agencies;
 - II. Direct Care Workers;
 - III. Individuals receiving PCS and HHCS services and their families or designees;
 - IV. DOH contractors; and
 - V. Others that the project team may identify.
 - 2. Key planned stakeholder communications through program development and implementation.
 - 3. System User education related to the purpose and use of EVV System including the following:
 - I. Training;
 - II. Device installation;
 - III. Repair and replacement process;
 - IV. Issue resolution;
 - V. Access to on-line and telephonic user support; and
 - VI. Notification to users of system down time due to system updates and scheduled maintenance.
- c) EVV system brand and website.

Task 4: Security Plan

Contractor shall develop and maintain an EVV Solution Security Plan based on Appendix G-HIPAA and HITECH Information Security Agreement (ISA) information security and compliance framework.

Deliverables:

- a) DOH Security Office approved EVV System Security Plan documented in the DOH security assessment process.
- b) Allow for single sign-on (SSO) authentication that is compatible with other State of Alaska Systems.

Task 5: Interfaces

DOH has adopted the Medicaid Information Technology Architecture (MITA) standards and has embraced an Information Technology (IT) Roadmap for shared services using our Enterprise Service Bus (ESB). The response to this request must advise DOH on the feasibility of building interfaces between the EVV solution and existing DOH interfaces to accomplish the following in accordance with requirements developed in collaboration with DOH:

1. Interface with Enterprise (MMIS) to:
 - I. Receive provider and recipient data demographic and service authorizations at a frequency to be determined by DOH;
 - II. Have the ability to return information to MMIS by individual; claim and/or in batch format at the discretion of DOH;
 - III. Receive updates in near real time transactions; and
 - IV. Leverage DOH Enterprise Service Bus data exchange services

Deliverable:

- a) Written evaluation highlighting the benefits, recommendations, environmental review of EVV best practices, cost and timeframe estimations.

Task 6: System Design

The Contractor shall facilitate a joint application configuration review of the EVV Solution with DOH and designated business and policy stakeholders. During the joint review, the Contractor shall demonstrate and walk through all configurable features and functions of the solution and document DOH preferred configuration specifications. Contractor must:

1. Submit an agenda and supporting meeting materials electronically to all invited participants; no later than three (3) business days prior to the scheduled joint application configuration review meeting.
2. Fully describe how the design shall be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.
3. Demonstrate in detail all EVV solution and aggregator functionality.
4. Walkthrough with DOH and designated business and policy stakeholders, configurable features and functions.
5. Document DOH configuration specifications as described in the EVV Functionality Matrix Submittal Form C1 in detail identifying technical, functional and physical characteristics and properties of the following but not limited to:

- I. EVV data collection module,
 - II. Aggregator module,
 - III. Reporting module,
 - Internal fraud and abuse controls.
6. Document requirements and develop approval process for alternate EVV collection systems that shall feed into the data aggregation module, with final approval by DOH.
 7. Develop and implement internal fraud control plans with final approval by DOH to support fraud and abuse prevention and detection activities.
 8. Document action items that must be researched and/or resolved by Contractor in order to complete configuration planning and design activities. Action items shall include assigned leads and planned due dates for completion.
 9. Contractor is responsible for adding additional service codes when requested to do so by the State.
 10. Document decisions that are reached during the facilitated review.
 11. Establish next steps as needed to complete configuration planning and design activities.
 12. Contractor must comply with Section 508 of the Federal Rehabilitation Act of 1973 ensuring individuals with disabilities, including those with visual, auditory, and physical impairments, are able to access and navigate the proposed solution.

Deliverables:

- a) EVV System Design Document submitted in draft and final format.
- b) Alternate EVV Solution requirements and designated approval process to be approved by DOH.
- c) Internal fraud control plan for fraud and abuse prevention in draft and final format.

Task 7: Initial System Testing

- a) Contractor must meet requirements for producing a Test Management Plan and System Test Plan.
- b) Contractor shall perform and support testing cycles throughout the project. Those testing cycles may include, but are not limited to the following:
 1. Construction and Unit Test;
 2. System Testing (to demonstrate that applications function correctly on Contractor's hardware in a production type environment;
 3. Integration Testing; (to demonstrate the workflows and aggregator function correctly within the production type environment)
 4. Interface Testing (if applicable);
 5. Regression Testing;
 6. User Acceptance Testing (UAT);
 7. Pilot testing in the production environment; and
 8. Operations Readiness Review (ORR).
- c) Contractor must complete a minimum of two test cycles that meet the following success criteria and must address and resolve all system defects and failures identified in the testing cycles to DOH's satisfaction prior to requesting approval from DOH to proceed to User Acceptance Testing.
- d) In addition, Contractor shall provide other testing-related services as follows:

1. Present products for independent testing that are ready for testing. “Ready” means that Contractor’s testing of the product has met the specifications below.
2. Prior to independent testing, present test execution documents that include all test cases, outcomes, workflow outlines and possible resolutions if there were problems.
3. Conduct a thorough examination of each test case result to verify that the case passes testing to avoid a potential situation prior to UAT Phase, where DOH reports that test cases were identified as passed by Contractor that clearly failed during independent testing.
4. Where possible, perform testing at the process level (as opposed to the unit level) to demonstrate that a complete business process flows in an integrated process that is free of defects (e.g., the process involving an application would include moving from submission of an inquiry through authorization of services).
5. Test and demonstrate the business functionality, as documented in the workflow outlines, within the product functionality prior to releasing the product.
6. If applicable and requested by DOH, deliver to DOH available release notes that have been created in conjunction with the release prior to the new release being deployed.
7. Work cooperatively with DOH to develop an efficient test case status reporting process based upon lessons learned earlier in the project.
8. Independent Testing conducted by SDS or contractors shall be managed by SDS (not Contractor).

Deliverables:

- a) Test Management Plan and System Test Plan produced in a draft and final format.
- b) Offeror Certification of Successful Test Completion.

Task 8: User Guide Development, Reports and Provisioning:

- a) Contractor shall establish and update User Guides for all user types to be provided with training materials for the duration of the contract.
- b) Contractor shall establish and update an EVV Solution Reporting User Guide for the duration of contract term. The guide shall provide a comprehensive description of the EVV reporting function. At a minimum, the plan shall be updated and distributed to users annually, or as changes are made to the reporting function.
- c) Contractor shall develop and support a library of standard reports (e.g., alert reports, recipient/provider reports, provisioned users, etc.). The report library shall be detailed and defined in the DOH-approved EVV Solution Reporting User Guide.
- d) Contractor shall document report distribution standards in the approved Solution Reporting User Guide. At a minimum, the following distribution standards shall be achieved otherwise agreed to in writing DOH:
 1. Weekly reports shall be made available to the end user within two (2) business days following the reporting period;
 2. Monthly reports shall be made available to the end user within five (5) business days following the reporting period;
 3. Requests for ad hoc reports shall be fulfilled and available to the end user within 24 hours of request submission; and
 4. Reports generated on occurrence (event based) shall be available within 24 hours of the occurrence.
- e) At a minimum, EVV Solution reports shall be available in a variety of formats as described in the EVV Solution Reporting User Guide. This includes electronic delivery in various formats (Excel, Word, PDF, etc.).

- f) The Contractor shall establish role-based access to the reporting function. Access management shall be defined and described in the EVV Solution Reporting User Guide.
- g) The Contractor must provide training for the primary system users identified in Task 10 Training Implementation (B)(f) named later in the RFP, throughout the term of the contract. DOH may determine additional training groups.

Deliverables:

- a) Role Based User Guides indraft and final format.
- b) EVV Solution Reporting User Guide in draft and final format.
- c) Library of DOH-approved standardized reports maintained by Contractor in an approved DOH Project SharePoint Site.
- d) Reports and guides must be ADA assessable.

Task 9: User Acceptance Testing:

- a) The Contractor must lead User Acceptance Testing to provide an opportunity for DOH users and Contractor staff to determine the adequacy of the system design and functionality and update requirements.
- b) The Master Project Management Plan Test Plan must comply with the following requirements:
 - 1. User Acceptance Testing shall only be conducted fully tested and operations-ready EVV solution and data aggregator, including all software features;
 - 2. User Acceptance Testing must be conducted in a controlled environment separate from other environments using cycle times mutually agreed upon by Contractor and DOH;
 - 3. Contractor shall perform system testing for all change requests to include regression testing, before changes are introduced into the production environment;
 - 4. The contractor must conduct a walk-through of system changes that are ready to be moved into the production environment, including but not limited to an online demonstration and a discussion of programs impacted by the system change, as specified by DOH; and
 - 5. User testing must include users with visual and mobility impairments.

Deliverable:

- a) UAT test cases, test scripts, and scenarios that fully comply with DOH requirements.

Task 10: Outreach and Training**A. Outreach and Training Planning:**

- a) Contractor shall develop a final Outreach and Training Plan for review and approval by DOH. The plan must address the following topics for both outreach and training for all geographic areas of the state:
 - 1. Approach and scope (including all audience groups listed in Task 10, (B)(f));
 - 2. Collect and document all PCS/HHCS stakeholders' feedback throughout project;
 - I. Provide recommendations to DOH on how to incorporate feedback for implementation.
 - 3. Training must be tailored to accommodate both beginning and advanced users of common technology (smartphone, laptop, tablets, telephony, etc.);
 - 4. Training must include information regarding data collection, Health Insurance Portability and Accountability Act (HIPAA) and other security laws;

5. Training must address how the system will be used by people with visual and mobility impairments in an equitable and efficient manner compared to sighted users and users without impairments;
 6. Definition of training goals, objectives, and assessment of readiness to use the EVV system and/or aggregator;
 7. Outreach and training activity schedule that shall include joint web-based delivery monthly through implementation;
 8. Methods proven effective at providing timely, appropriate outreach and training activities for all stakeholders;
 9. Roles and responsibilities for all stakeholder types;
 10. Outreach and training to support the initial implementation of the EVV Solution;
 11. Post implementation outreach and training activities and frequency throughout the life of the contract;
 12. Outreach and training for newly approved and revalidating providers during the onboarding process, if applicable;
 13. Languages that training and outreach shall be provided and basis for verifying accuracy of all translations; and
 14. Identification of standardized and ad hoc outreach and training materials.
- b) Contractor shall design and develop outreach materials including DOH input to inform stakeholders (e.g., recipients, families, provider staff and direct care workers) from all geographic areas of the state prior to and during implementation about the following areas:
- I. Benefits and purpose of the system;
 - II. Choices of data collection methods;
 - III. Any risks associated with the use or misuse of equipment;
 - IV. Extent in which data shall be collected, reviewed, shared, and stored;
 - V. Data collection, HIPAA and other security laws;
 - VI. Equipment repair and replacement procedures including contact information to request repairs and/or replacement equipment;
 - VII. Issue resolution process to resolve concerns that might arise from the use of the system; and
 - VIII. Affirmation that no charges shall be assigned by the Contractor, provider or other party associated with the installation, use, repair or replacement of equipment or EVV service to recipient and/or family.

Deliverables:

- a) EVV Solution Outreach and Training Plans in draft and final format prior to initial training. Date to be determined by DOH.
- b) EVV Solution Training and Outreach Materials in draft and final format that must conform to the following:
 1. ADA Accessible;
 2. 508 Compliant;
 3. Use plain language and graphics; and
 4. Available in multiple languages to include, at a minimum: English, Hmong, Korean, Russian, Spanish and Tagalog. DOH may require additional languages.

B. Training Implementation:

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- a) Contractor shall provide EVV system and aggregator training to a core group of users (approximately ten individuals), identified by DOH, prior to User Acceptance Testing. The training shall include detailed information about the Contractor's System development methodology. Contractor shall provide technical training to agency project resources and others designated by DOH to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.
 - b) Contractor must provide comprehensive training for the EVV Solution module to train the trainers (identified in (f) below) at least ninety (90) days prior to EVV Solution implementation as described in the approved Outreach and Training Plan. Contractor shall also provide the training for users added after the EVV Solution has been implemented (estimated at 100 per year) and ninety (90) days prior to major system updates during the course of the Contract term.
 - c) Contractor's training shall be customized to meet the specific training needs of each type of user using both the EVV solution and aggregator (e.g., state agency, provider oversight, provider, direct care worker, and recipient/responsible person).
 - d) Contractor shall offer and provide user training through a variety of methods to meet the needs of the learner including accessibility and languages. This shall include, but not be limited to, in-person, on-line, guided webinar and recorded webinar. DOH must approve all in-person training, at a maximum of eight (8) training sessions to be held in three (3) urban areas to include: Anchorage, Fairbanks, and Kenai.
 - e) Contractor must provide at least one web-based training and a recorded video training tailored to individuals receiving service and their families or designees.
 - f) Contractor must provide a train-the-trainer format training program at minimum to the following groups:
 - 1. Medicaid PCS Provider Agencies (2 per agency, approximately 130 people) who will be tasked with training direct care workers;
 - 2. Medicaid HHCS Provider Agencies (2 per agency, approximately 30 people) who will be tasked with training direct care workers in the second phase of implementation;
 - 3. DOH staff (less than 30 people); and
 - 4. DOH contractors (less than 20 people).
 - g) Contractor shall maintain and update the training environment with current data to use during user training.
 - h) Contractor shall develop written training materials including user manuals for both in-person and web-based training options. Contractor shall provide courses as necessary to meet the needs of system users.
 - i) Training materials and user manuals must be available online and in hard copy upon the request of the user.
 - j) Contractor shall maintain a record of individuals who have completed the EVV system training. Documentation shall include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in-person or web-based. Contractor shall upload training records to the designated DOH SharePoint site in the Training folder. This information shall be made available in dashboard form to DOH, provider agencies and others as appropriate. The dashboard shall live in the EVV Solution and be accessible to users within the system.
 - k) Contractor shall provide information about the status of the completed training (electronically) at the individual, provider, and DOH levels. System users, at all levels, shall not be granted access to the EVV system until training has been completed.
 - l) Additional training requirements during the Maintenance & Operations period are listed under Task 15.

Deliverables:

- a) Training documentation dashboard that lives in the EVV Solution and is accessible and visible to system users and displays data using business intelligence showing a visualization of items listed in part (j) of this task for all individuals trained for the duration of the contact.
- b) User specific Training Materials.

Task 11: Operational Readiness Review

- a) Contractor must conduct an Operational Readiness Review (ORR) prior to statewide implementation of the EVV solution and aggregator. The ORR shall validate all operations and hardware, software, and telecommunications aspects of the EVV solution and aggregator. This review must involve comparing all operational components of the system against the ORR checklists and CMS EVV Evaluation Criteria.
- b) Upon approval by DOH, the ORR plan and checklists must be changed only if DOH provides written approval.
- c) ORR testing must include a volume test of thirty (30) calendar days of production capacity volumes to demonstrate that the EVV solution and Contractor staff are prepared for full production.
- d) Contractor must document all issues, problems and defects identified through the ORR and make the list(s) available to DOH by placing it on the State's EVV project SharePoint site.
- e) Contractor must develop an ORR Corrective Action Plan.
- f) Contractor must document the completion of the ORR Corrective Action Plan.
- g) Contractor must propose solutions for all issues, problems and defects identified through the ORR.
- h) Contractor must have been granted an Authority to Operate (ATO) by the DOH IT Department Technology Officer for DOH and the DOH designated Division Data Owner and DOH Security Officer at least two (2) weeks prior to the scheduled review (see Task 4 deliverable).
- i) Upon direction by DOH, Contractor must participate in formal CMS ORR and complete the following:
 - 1. Provide a risk assessment and security audit covering vulnerability testing, penetration testing, and process and procedures. This audit must be completed by an independent third-party contractor who is qualified by the federal government to perform assessments on computers that access federal information and has experience performing security assessments with other government agencies. The third-party contractor and their proposed methods must be reviewed and approved by the DOH Security Officer. The completed audit must be provided to DOH no later than thirty (30) days prior to the scheduled ORR meeting;
 - 2. Prepare and submit required documentation at least two (2) weeks prior to scheduled review; and
 - 3. Participate in system demonstration.
- j) Upon direction by DOH, Contractor must update user manuals and other system documentation. Updates shall be reviewed and approved by DOH.

Deliverables:

- a) An ORR Plan that must include checklists for each functional area containing items related to the preparedness of that function for a successful implementation. These must be received for DOH review and approval prior to sixty (60) calendar days of the scheduled Go-Live date.
- b) A completed ORR checklist within timeframes established in the approved ORR plan.

- c) ORR Corrective Action Plan approved by DOH.
- d) Certification intake form and all evidence determined by DOH to be essential for CMS ORR formal review submitted to the established Share Point site in draft and final format.
- e) Independent third-party security assessment and audit report.
- f) Updated user manuals and system documentation.
- g) An ORR Report that documents that the Contractor and EVV system and aggregator are ready to begin operations.

Task 12: Pilot Operations

- a) The Pilot Operations task must be conducted to validate the capacity and processing of the EVV in a tightly controlled production environment.
- b) Pilot Operations must include a test of actual data processing in a full operational environment. End-to-End EVV functionality including EVV aggregator must be fully tested to include:
 - 1. Provider/Staff Access,
 - 2. DOH Access
 - 3. Visit Data Collection,
 - 4. Data Aggregation,
 - 5. Edits and Alerts,
 - 6. Reports and Dashboards, and
 - 7. Claims and Billing Validation.
- c) Pilot Operations must demonstrate data security.
- d) Demonstrate or provide results from most recent Disaster Recovery test
- e) Pilot Operations must demonstrate a fully functional EVV solution and EVV aggregator.
- f) Pilot Operations must demonstrate compliance with Section 508 of the Federal Rehabilitation Act of 1973 ensuring individuals with disabilities, including those with visual, auditory, and physical impairments, are able to access and navigate the proposed solution
- g) Contractor shall recommend the requirements for successful completion of this task. Recommendations must be approved by DOH prior to the start of Pilot Operations.
- h) Contractor shall conduct Pilot Operations as approved by DOH at the minimum for the following stakeholders:
 - 1. Providers with existing EVV solutions using the aggregator function;
 - 2. Providers using the EVV solution in urban areas;
 - 3. Providers using the EVV solution in rural areas; and
 - 4. DOH Contractors and internal stakeholders for claiming and reporting.

Deliverables:

- a) All documented test results of Pilot Operations.
- b) Pilot Operations requirements to be approved by DOH.
- c) Disaster Recovery test results.
- d) Official written notification of readiness for full production operations provided to DOH at the successful conclusion of Pilot Operations.

Task 13: System Deployment

- a) Contractor must include Deployment Tasks as part of the Project Management Plan that describes proposed approach, methods, tasks, tools, techniques, and notification to impacted stakeholders for deploying and installing the new system and maintaining its operation throughout the warranty period. The contractor must describe their proposed approach to installation and maintenance.
- b) The Contractor shall adhere to the approved entrance and exit criteria for the Deployment Task. Upon satisfying the approved criteria, Contractor shall obtain prior written approval from DOH to:
 1. Begin work associated with the Deployment Task; and
 2. Formally acknowledge completion of the Deployment Task.
- c) The Contractor shall establish and maintain a state approved certification process for alternate EVV systems; the certification process should include demonstrations and system compatibility tests. The Contractor shall compile and maintain, a list of alternate EVV systems provisioned to use the data aggregation module for the duration of the contract.
- d) The Contractor shall ensure that the EVV System and Aggregator module are released into a full-scale production environment for sustained use and performance in accordance with the approved contract and Project Management Plan. Successful completion must achieve compliance with the 21st-Century Cures Act Provisions under Section 12006.

Deliverables:

- a) DOH approved System Deployment tasks.
- b) Alternate EVV system certification process and checklist.
- c) List of approved alternate EVV systems that is reviewed at a cadence determined by DOH.

Task 14: Project Closeout

- a) Contractor shall submit the final plan for approval by DOH within thirty (30) calendar days of the start of pilot operations. The plan shall also include the following requirements:
 1. Provide online and telephonic user support 24 hours a day, 7 days a week, over the life of the contract;
 2. Ensure that online and telephonic inquiries are resolved within 24 hours, or less;
 3. Ensure that operators are adequately trained in Alaska's EVV business operations in order to properly assist callers or route calls.
 4. Collect the following information related to gap reporting and report monthly:
 - I. Date,
 - II. Time,
 - III. Recipient name,
 - IV. Recipient Medicaid ID,
 - V. Recipient phone number,
 - VI. City,
 - VII. Call purpose,
 - VIII. Agency name,
 - IX. Agency Medicaid ID,
 - X. Contact made,

- XI. Date and time of contact,
 - XII. First, second, and third attempts,
 - XIII. Date and time of call back, and
 - XIV. Include tabs with detailed notes including resolution for each recipient's case. These notes must show the operator's as well as the start and end time of the call.
5. Establish performance metrics and targets, subject to DOH approval, that the Contractor must use to analyze trends in calls that may help support user education or system enhancements and monitor the timeliness and effectiveness of online and telephonic user support. The contractor shall report inquiries and performance metrics to DOH monthly.
- b) Final deliverable acceptance.
 - c) Delivery of final documents.

Deliverables:

- a) Post Production Support Plan in draft and final format.
- b) Performance metrics and targets approved by DOH.
- c) Monthly calls report.
- d) Final documents.

Task 15: Maintenance and Operations

- a) The initial DDI will be completed in year one (1) of the initial contract term, and Maintenance and Operations will occur in year two (2) through year five (5) of the initial contract term.
- b) Contractor shall adhere to the approved entrance and exit criteria for the Maintenance and Operations Task. Upon satisfying the approved criteria, Contractor shall obtain prior written approval from DOH to:
 - 1. Begin work associated with the Maintenance and Operations Task; and
 - 2. Formally acknowledge completion of the Maintenance and Operations Task.
- c) Contractor shall establish and execute an EVV Solution Maintenance and Operations Plan to be approved by DOH no later than thirty (30) calendar days prior to the start of Operations and Maintenance Task, unless otherwise agreed to in writing. The plan shall go into effect on the first business day of the EVV Solution implementation. The plan shall include:
 - 1. Points of contact for the Contract;
 - 2. Roles and responsibilities;
 - 3. Critical contract milestones;
 - 4. Communications plan; and
 - 5. Establish an issue resolution process (including turnaround time frames).
- d) Contractor shall include Maintenance and Operations Tasks in the Project Master Work Plan.
- e) Contractor shall perform a post implementation evaluation review approximately six (6) months after full implementation and State acceptance of all deliverables. Evaluation results shall be documented in the EVV Solution Review Report and submitted to DOH for review and approval. Contractor's Project Manager shall participate during the formal evaluation review activities conducted by DOH.
- f) The Contractor shall have adequate staffing and resources to identify, investigate and provide notification to DOH, within twenty-four (24) hours upon discovery of fraud and abuse.

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- g) The EVV Solution and aggregator must continue to successfully comply with the 21st Century Cures Act Provisions under Section 12006 including achieving and maintaining CMS EVV Certification.
 - h) During the Operations and Maintenance Task, the EVV Contractor shall provide monthly status reports on the operation of the EVV Solution, including performance measures that must meet EVV Certification. Contractor shall develop reporting elements for DOH consideration of the monthly status report in a format defined by DOH.
 - i) Contractor shall prepare and execute training activities for the duration of the contract in accordance with the approved EVV System Training and Outreach Plan and Materials.
 - j) It may become necessary to complete new work that was not envisioned at the time of the contract award or implementation. The parties must agree that Should changes be implemented that will substantially impact the services identified in this RFP and resultant contract, both parties will negotiate to modify the contract appropriately. Those modifications will be implemented via bilateral contract amendment. Minor changes will be absorbed into the existing contract as written.
 - k) Enhancements to EVV System: State of Alaska, DOA will pay for system enhancement services on a Time & Materials bases. System enhancements must be approved by State of Alaska, DOH prior to beginning work and documented on a Statement of Work as prescribed by Alaska DOH. Payment for enhancements will occur when Alaska DOH has accepted and signed off on the completion of the work.
 - l) Throughout the Maintenance and Operations Task, the EVV Contractor shall perform maintenance on the EVV Solution at no additional cost to DOH. DOH defines maintenance as follows:
 - 1. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the scope of work and published design specifications;
 - 2. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests; and
 - 3. Performing mass adjustments or mass changes as requested by DOH to accommodate the EVV federal mandate;
 - 4. Performing regular maintenance as needed to support DOH such as:
 - I. Performance optimization;
 - II. Database management;
 - III. Software, hardware, and tools (e.g., patches, upgrades, and replacement);
 - IV. Interface (if applicable), report, and correspondence changes; and
 - V. Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
 - 5. Using appropriate testing, configuration, and change control procedures;
 - 6. Updating system, user, and training documentation and online help to reflect changes that have been made to the solution. An example of an update would include adding additional service codes when requested by the State;
 - 7. Updating system to maintain required languages over the life of the contract;
 - 8. Providing independent verification of the accuracy of all translations made to the system upon DOH request;
 - 9. Performing the activities above to maintain customizations implemented as part of the approved enhancement;
 - 10. Perform security related activities proscribed and scheduled as documented in the EVV System Security Plan;

11. Annual Security Assessment Report (SAR) performed by independent third party;
 12. Resolve all unmitigated vulnerabilities in high or very high-risk levels identified in the annual SAR to DOH Security Office satisfaction; and
 13. Maintenance activities and any associated hours shall not be applied to system enhancement.
- m) Contractor must provide Training and Outreach Plan and Materials including user manuals in draft and final format to DOH for any updates to the EVV Solution and aggregator no less than forty-five (45) days prior to the planned date of implementation. The plan updates shall be made on the following basis:
1. Each time an EVV Solution and Aggregator change or upgrade is implemented, Contractor must update all pertinent training and outreach materials which must be distributed to EVV Solution users no later than one week prior to the implementation of the system change or upgrade, and uploaded to designated EVV website and designated SharePoint site; and
 2. A complete review and update shall be performed on an annual basis within thirty (30) days of the start of each contract year. The annually updated, DOH-approved plan shall be distributed to all EVV Solution.
- n) It is the responsibility of Contractor to update user manuals and training guides to comply with any changed in language needs that must be accommodated over the life of the contract.

Deliverables:

- a) Maintenance and Operations Plan in draft and final format.
- b) Approved Operations and Maintenance Task in the Project Master Work Plan.
- c) EVV Solution and aggregator Review Report in draft and final format.
- d) CMS EVV Certification.
- e) Monthly EVV Solution and Aggregator operational status reports.
- f) Independent third-party annual Security Assessment Report.
- g) Updated Training and Outreach materials.

Task 16: Transition Planning

The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another. Should that occur at the termination of this contract, the incumbent vendor is required to develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the division. The incumbent vendor must provide this plan within sixty (60) days of notification by the division, and the transition must be complete within 120 days.

- a) The Transition Plan developed by Contractor must address the following:
1. Maintain appropriate staffing levels that are consistent with levels provided throughout operations, for the duration of the contract.
 2. Provide an inventory listing of all EVV Solution assets, identify asset ownership, and identify assets that shall be turned over to DOH. The Contractor shall also provide the timeline for turning over assets, and method used to transition assets to DOH.

3. Transition all public facing telephone numbers to the help desk and other postproduction support to DOH and their newly designated EVV Contractor, to promote a seamless operational transition for EVV Solution end users.
4. Update the Transition Plan and accurately document the approach and plan to formally transition services to DOH and/or the new EVV Contractor. The updated plan shall be reviewed and approved by DOH.
5. Establish a complete and updated electronic record of the EVV project for submission to DOH in accordance with the approved EVV Contractor Services Closeout and Transition Plan.
6. Provide bi-weekly status reports on the operation of the EVV Solution, status of closeout and transition activities, including any measurements against performance measure and operational level agreements with this RFP. The Contractor shall work with DOH to confirm the reporting elements of the bi-weekly status report in a format as defined by DOH.

Deliverables:

- a) Transition Plan approved by DOH
- b) EVV Contractor Services Transition Inventory and Assets

SEC. 3.03 HIPAA SECURITY ASSESSMENT REQUIREMENTS

Once the contract is executed and prior to beginning any other work under the contract, the contractor shall work with the Department of Health (DOH) Security Office to complete a full DOH/Health Insurance Portability and Accountability Act (HIPAA) Security Assessment for the proposed software or system solution(s). This process and the information required of the contractor is detailed in a NIST CSF Assessment Questions List (see next RFP section).

Follow up clarification questions from the DOH's Security Assessor may be required. **The software or system solution(s) must receive an Authority to Operate from the Security Assessor prior to being implemented and deployed. If the ATO is not issued, the State is not responsible for any additional costs and reserves the right to terminate to contract immediately.**

All contractor costs for the security assessment must be included in the offeror's cost proposal as instructed by RFP Section 4.10 and Submittal Form H. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

SEC. 3.04 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an intent to propose and non-disclosure agreement, provided as an attachment to this RFP. The signed agreement must be emailed to the procurement officer as an attachment and the offeror must also provide the phone number and email address of the person who is to receive the file. The file will then be provided by the procurement officer to an offeror via a secure file transfer site or other method.

The procurement officer will not provide the file until receipt of the completed and signed intent to propose and non-disclosure agreement. The state reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to the file, and any proposal submitted from an offeror that does not already have a signed NDA will be considered non-responsive.

SEC. 3.05 HIPAA AND HITECH INFORMATION SECURITY AGREEMENT (ISA)

To further ensure the State meets its legal obligations regarding Protected Health Information, the contractor shall, at all times, meet all requirements set forth in the HIPAA and Health Information Technology for Economic and Clinical Health (HITECH) Act Information Security Agreement (ISA), attached with this RFP as Appendix E – Information Security Agreement (ISA). This ISA will be included in the fully executed contract.

For DOH IT Security purposes, any conflict between these requirements and the BAA, the ISA supersedes the BAA.

SEC. 3.06 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided in Submittal Form “G”. The offeror must complete this form in accordance with the provided instructions; space is provided to provide both choose a response (see the drop-down list) and provide further explanation.

Note that in some cases, certain initial elements of the HIPAA Security Assessment indicated in Section 3.04 may be completed during the negotiation phase based on the offeror’s response to these contractual requirements.

SEC. 3.07 CONTRACT TERM AND WORK SCHEDULE

The initial contract will be for a five (5) year term starting from the date of award, with three (3), one (1) year optional renewal options to be executed at the sole discretion of the State. The total term, if the renewals are executed, will be eight (8) years.

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

SEC. 3.08 CONTRACT TYPE

This contract is a firm fixed price contract as identified in Submittal Form “H”- Cost Proposal.

SEC. 3.09 PAYMENT PROCEDURES

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

SEC. 3.10 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner’s designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed at the contractor's workspace.

The state will not provide workspace for the contractor. The offeror must provide its own workspace.

The offeror shall include in their cost proposal: transportation, lodging, and per diem costs sufficient to pay for 1 trip for project kickoff in Anchorage for the design, development and implementation phase. Number of persons = 3 to include the PM, Software Developer, Customer Support Rep.

In addition to the kickoff the offeror shall also include in their cost proposal: transportation, lodging, and per diem costs sufficient to pay for annual travel to Anchorage required for maintenance and support of system. Number of persons = 3 to include PM, Software Developer, Customer Support Rep.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

The offeror must also provide this information when completing the DOH IT Contractual Requirements Submittal Form "G".

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

SEC. 3.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.15 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. 3.16 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 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. 3.17 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 project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.18 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, HIPAA, the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). 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:

- Department's security assessment process and documents.
- Members of the public's protected health information and identifying information to include all medical records, health and disability assessments, and other Medicaid eligibility information.

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 third-party 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.

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

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

SEC. 3.21 TERMINATION FOR DEFAULT

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

The procurement officer may also, by written notice, terminate the 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 or Appendix E, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits. Web links to other information within your response are not allowed. Any links that are included will be removed from the proposal by the procurement officer.

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G – DOH IT Contractual Requirements-SaaS Solutions document	N/A
Submittal Form H – Cost Proposal	N/A
Submittal Form I - Service Level Agreement	5
Submittal Form C1- EVV Functionality Matrix	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

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

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

By signature on the form, the offeror certifies they comply with the items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

The offer must detail their specific experience in planning, implementation and successful operations of an Electronic Visit Verification system with offline capabilities and an Aggregator module.

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

The Offeror must have experience working with individually enrolled rendering providers for Personal Care Services, Community First Choice and Home Health Care Services.

The Offeror must be familiar with the Alaska Medicaid program, provider enrollment and the service authorization process.

Offerors must also provide detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A.

The Offeror must provide a Project/Operations Team including:

- Account Manager to oversee all financial functions;
- Project Manager to oversee software/programming issues and project management; and
- HelpDesk Manager to oversee customer care support to include provision of training and technical instruction.

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

- Title,
- Resume; listing the qualifications,
- Location(s) where work will be performed.

Requirements for Project/Operations Teams:

Account Manager shall have:

- A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience, within the last ten (10) years, managing systems development and implementation projects;
- Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

Project Manager shall have:

- A minimum of four (4) years of project management experience within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience, within the last ten (10) years, managing electronic visit verification systems development and implementation projects in the healthcare field;
- A minimum of two (2) years of experience, within systems design and configuration; and
- Completed at least one (1) project within the past three (3) years that involved coordination of communication, training, and outreach activities with external stakeholders
- Completed at least one (1) project within the past three (3) years that involved the procurement, receipt and make ready of computer equipment and software;
- Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated across multiple stakeholder groups;
- Currently have Project Management Professional (PMP) certification, and who has substantial experience from similar project with state government clients. The Offeror shall provide written evidence, that the candidate has a record as an outstanding communicator both in writing and orally.

The EVV Help Desk Manager shall have:

- A minimum of three (3) years of help desk or customer care support services experience requiring strong communication skills, within the last ten (10) years, in government or the private sector;
- A minimum of three (3) years of experience solving end user problems encountered in a systems or service industry environment; and
- A minimum of two (2) years of experience providing timely and successful delivery of training or technical instruction to a non-technical audience.

References. Provide three (3) references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five (5) years. The reference form attached to this RFP, titled “RFP 2025-1600-0310- Reference Form” must be completed by each reference

and submitted directly to the procurement officer, not to the offeror. The reference must be completed by someone who was directly and heavily involved with the related project and not by any third-party representatives or consultants of the agency.

Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion each component and deliverable of the RFP.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide detail that demonstrates their understanding of the requirements of the project and how to meet the state's needs.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide detail that demonstrates the methodology they will employ and how the methodology will serve to accomplish the work and meet the state's needs.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide detail that demonstrates the management plan they intend to follow and how the plan will serve to accomplish the work and meet the state's needs.

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

SEC. 4.09 DOH IT CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

Offerors must complete and submit this Submittal Form. Proposed costs must 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. 4.11 SERVICE LEVEL AGREEMENT (SLA) (SUBMITTAL FORM I)

After evaluation is complete, the highest ranked offeror will be contacted and required to complete and provide within one business day this submittal form in accordance with Attachment 6 Service Level Agreement Requirements.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.12 EVV FUNCTIONALITY MATRIX (SUBMITTAL FORM C1)

The offeror must complete and submit the EVV Functionality Matrix.

Failure to meet any of the mandatory requirements will deem the vendors proposal non-responsive.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. 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 specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 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 their 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 scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points.
- 8) The procurement officer may prioritize proposals, and the state may request demonstrations from the top-rated offerors.
- 9) The PEC will evaluate and score demonstrations, and the procurement officer will compile the final scores.
- 10) 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

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
EVV Functionality Matrix (Submittal Form C1)	Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	150
Understanding of the Project / EVV Functionality Requirement	(Submittal Form C & C1)	150
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	150

Demonstration	50
Total	600

Cost Criteria	Weight
Cost Proposal (Submittal Form H)	400
Total	400

TOTAL EVALUATION POINTS AVAILABLE: 1000**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

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

Maximum Combined PEC Score Possible (40)

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

Offeror 2 was awarded 50 points:

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

Maximum Combined PEC Score Possible (40)

Combined PEC Score (20) x 2.5 = Points Awarded (50)

Offeror 3 was awarded 100 points:

Maximum Points Available (100)
_____ = 2.5
Maximum Combined PEC Score Possible (40)

Combined PEC Score (40) x 2.5 = Points Awarded (100)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well did the offer detail their specific experience in planning, implementation and successful operations of an Electronic Visit Verification system with offline capabilities and an Aggregator module?
- 2) How did the offeror describe the organization of the project team and the individual(s) responsible for and accountable for the completion of each component and deliverable of the RFP?
- 3) Do the account, project, and helpdesk managers assigned to the project meet the required experience as listed in section 4.04?
- 4) Do the other individuals listed on the project team have experience on similar projects?
- 5) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 6) How extensive is the applicable education and experience of the personnel designated to work on the project?

SEC. 5.05 UNDERSTANDING OF THE PROJECT / EVV FUNCTIONALITY MATRIX

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose, scope and requirements of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well did the offeror demonstrate the methodology they will employ and how the methodology will serve to accomplish the work and meet the state's needs?

- 2) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 3) How well does the methodology match and achieve the objectives set out in the RFP?
- 4) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP to meet the state's needs?
- 2) To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?
- 3) How well is accountability completely and clearly defined?
- 4) Is the organization of the project team clear?
- 5) How well does the management plan illustrate the lines of authority and communication?
- 6) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 7) Does it appear that the offeror can meet the schedule set out in the RFP?
- 8) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 9) To what degree is the proposal practical and feasible?
- 10) To what extent has the offeror identified potential problems?

SEC. 5.08 SOFTWARE DEMONSTRATIONS

At the State's option, it may elect to invite all Offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the two highest-ranking Offerors to demonstrate their system in accordance with the requirements below. The State may increase or decrease the number of invited Offerors based on a natural break in technical scoring or on the competitiveness of the technical proposals.

Demonstration Requirements

If, after evaluation of the other sections of this Request for Proposals, an offeror is deemed reasonably acceptable for award, they will be invited to participate in a demonstration of their solution. Selected offerors will be asked to demonstrate specific functionality of the system via Zoom or similar web-based format. Demonstrations will be scheduled once proposals have been evaluated.

Invited Offerors must provide a demonstration to the evaluation team with a maximum time allotment of 1 hour. Once the demonstration reaches the one-hour mark, the Procurement Specialist will terminate the

demonstration immediately. Any information provided after the one-hour mark will not be considered towards the evaluation of this section.

Features to be demonstrated must include:

1. Role Based Access (ability to establish roles and assign roles; how access changes as roles change);
2. Readability (reading level, alternate languages);
3. Accessibility (ADA compliance; physical and visual disabilities);
4. Logging in and Out of the System (worker, individual receiving services, other users);
5. Entering visit information (worker's name and rendering ID and individual receiving services name and Medicaid ID);
6. The ability to change system parameters;
7. System Edit configurability and management;
8. Aggregation module data collection processes for acceptance, processing and transmission between alternate EVV systems;
9. Report functionality (point and click technology, flexibility, alternate ways to present data);
10. GPS technology (network connectivity and usage in 'offline' mode) and changing to alternate mode if unable to use GPS (telephony, fixed verification device or other method).

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8

SEC. 5.10 COST REASONABLENESS

Prior to conducting contract negotiations, the procurement officer may perform a cost reasonableness assessment of proposals in the following manner:

- a) If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state may proceed to invite the highest ranked offeror to contract negotiations.
- b) If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

SEC. 5.11 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest or second highest ranked proposal. The intent of negotiations is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. It is also to allow the state to do the same, including the offeror's response to the DOT IT Contractual Requirements.

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. The state reserves the right at its sole discretion to negotiate with the potential best-value offeror during the negotiation period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals.

An invitation to the negotiation period does not constitute a legally binding offer to enter into a contract on the part of the state or the offeror. If at any time during the negotiation period, if the state is not satisfied with the progress being made by the selected offeror, or if the offeror:

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

The state may terminate negotiations with the offeror initially selected and commence negotiations with an alternative offeror.

SEC. 5.12 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 list the names of all offerors and identify the offeror(s) selected for award.

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** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional. This form is attached with the RFP for your review. The contractor must comply with the Appendix A 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. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability Act (HIPAA). This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

SEC. 6.05 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. 6.06 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.07 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. 6.08 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. 6.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 6.10 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. 6.11 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.12 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.13 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. 6.14 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.15, 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. 6.18 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. 6.19 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.

SEC. 6.20 PROTEST

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

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

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

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

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

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

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by 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."

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Forms A – F
- 2) Submittal Form C1- EVV Functionality Matrix
- 3) Submittal Form G-DOH IT Contractual Requirements
- 4) Submittal Form H-Cost Proposal
- 5) Submittal Form I- Services Level Agreement
- 6) Service Level Agreement Requirements
- 7) Intent to Propose and non-disclosure agreement (NDA)
- 8) RFP 2025-1600-0310 – Reference Form
- 9) Standard Agreement Form for Professional Services Appendices A through D
 - a) Appendix A-General Provisions
 - b) Appendix B-Indemnities and Insurance
 - c) Appendix C-Description of Services
 - d) Appendix D-Payment for Services
- 10) Appendix E-HIPAA and HITECH Information Security Agreement
- 11) Appendix F-DOH HIPAA BAA