

STATE OF ALASKA REQUEST FOR PROPOSALS



HCBS ASSESSMENT TOOLS & RESOURCE ALLOCATION

RFP 2025-1600-0286

ISSUED MAY 15, 2025

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 Home and Community Based Assessment Tools and Resource Allocation system for Medicaid programs in Alaska and provide internal users with web-based access to the assessment tools.

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 (DOH), Division of Senior & Disabilities Services (SDS), is soliciting proposals for a contractor to design, implement, manage, and operate a Software as a Service (SaaS) solution to provide users with web-based access to the selected Home and Community Based Services (HCBS) Assessment Tools and Resource Allocation suite for this project with mobile and offline capabilities that is both user-friendly and intuitive. The intended outcome of the project is to have modern, automated systems that strengthen SDS' eligibility and person-centered service planning processes which will also help create a sustainable system where older adults and people with disabilities live their lives by making informed choices, have full control, and can access a broad array of services.

SEC. 1.02 BUDGET

SDS estimates a budget of \$2,273,300 dollars for the entire life of the contract including renewal options, if all renewals are exercised. Proposals priced at more than \$2,273,300 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

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 2:00 p.m. prevailing Alaska Time on June 30, 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 D – 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 at 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 15, 2025
Deadline to Submit Questions		June 20, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	June 30, 2025
Proposal Evaluations Start		Week of July 14, 2025

Interviews and Demonstrations Complete		Week of July 21, 2025
CMS Review and Approval Process		August – September 2025
Notice of Intent to Award		October, 2025
Contract Issued		November, 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

SDS is a Division within the Department of Health (DOH) that supports Alaskans with their long-term service and support needs. SDS administers Home and Community Based Services (HCBS) through five 1915c waivers (Alaskans Living Independently, Adults with Physical and Developmental Disabilities, Intellectual and Developmental Disabilities, Children with Complex Medical Conditions, and Individualized Supports Waiver), Community First Choice services, and state plan Personal Care Services. In state fiscal year 2023, SDS supported approximately 7821 people through these programs.

To qualify for HCBS, an applicant/recipient must first be assessed for a Level of Care (LOC) determination or service level authorization. SDS has long been interested in modernizing the assessment process by using captured assessment data to derive Resource Allocation. Resource Allocation is a case-mix system that classifies people into groups that are similar in their expected resource use. It provides meaningful clinical descriptions of individuals in a group. SDS intends to allocate resources based on where recipients fall within their case-mix and use a modernized suite of assessment tools. Once a recipient is allocated their budget (resources), they can decide which services within that budget will best meet their needs, making this a more person-directed model.

The Division currently assesses for Nursing Facility Level of Care and Intermediate Care Facility for people with Intellectual and Developmental Disabilities using the Consumer Assessment Tool (CAT) and the Inventory for Client and Agency Planning (ICAP). These tools have been in place for several years, are administered differently, and using them to derive Resource Allocation would be nearly impossible.

The CAT is a “home-grown” tool which is modeled on the Minimum Data Set and was developed in house. It is a lengthy assessment which is conducted in person or via teleassessment capability. It was built into the Harmony system and can be conducted online or in a mobile format where it syncs once the assessor has an internet connection. The CAT has limitations regarding its ability to be used for Resource Allocation.

The ICAP currently in use is a paper-based assessment tool that is administered in person or over the telephone and has some antiquated questions at this stage. The software for scoring the ICAP is outdated and only one laptop with an older operating system houses the software. Once the assessment is completed and the results are printed out, they are uploaded as a PDF to the current case management system (Harmony) where the care coordinator retrieves them for planning purposes. The ICAP score sheet is a 3-page summary with limited information that can be used for planning. There is no ability to use the ICAP for Resource Allocation.

To address the many complexities and inconsistencies created by using a variety of assessment instruments, SDS will replace the current assessment tools described above and implement a modern suite of assessment tools designed to better meet the needs of the populations being served.

For more information about Senior and Disabilities Services:

SDS Overview:

<https://health.alaska.gov/dsds/Pages/default.aspx>

SDS Assessment Unit:

<https://health.alaska.gov/dsds/Pages/IntakeAssessment/default.aspx>

HCBS Waiver Programs:

<https://health.alaska.gov/dsds/Pages/HCBWprogram.aspx>

Personal Care Services (PCS):

<https://health.alaska.gov/dsds/Pages/pca/default.aspx>

Community First Choice (CFC):

<https://health.alaska.gov/dsds/Pages/cfc/default.aspx>

Consumer Assessment Tool (CAT) Review Unit:

<https://health.alaska.gov/dsds/Pages/review.aspx>

Intellectual and Developmental Disabilities (IDD) Unit:

<https://health.alaska.gov/en/senior-and-disabilities-services/developmental-disabilities/>

SDS Regulations and Related Materials:

<https://health.alaska.gov/dsds/Pages/regulations/default.aspx>

Harmony System:

<https://health.alaska.gov/dsds/Pages/harmony.aspx>

Additional Resources:**Medicaid Information Technology Architecture (MITA):**

<https://www.medicaid.gov/medicaid/data-systems/medicaid-information-technology-architecture/index.html>

Alaska Medicaid Health Enterprise (MMIS):

https://www.medicaidalaska.com/portals/wps/portal/enterprise/home!/ut/p/z1/04_Sj9CPykssy0xPLMnMz0vMAfjio8ziXX2dw1zcfQwNLAz8LA2MjC0cvYNcDQwCLYzOC7IdFQENnYh0/

CMS Operational Readiness Review Certification Process:

<https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 GOALS AND OBJECTIVES

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 Home and Community Based Assessment Tools and Resource Allocation system for Medicaid programs in Alaska and provide internal users with web-based access to the assessment tools.

The Department’s intention is to solicit for a technology vendor that can provide:

1. A software solution that automates and supports new assessment tools to be implemented in Alaska used to determine eligibility for waiver and personal care services.
2. A software solution that has the ability to classify people into groups that are known as case-mix and automates new methodologies, called Resource Allocation, to be implemented in Alaska designed to improve current person-centered service planning processes.

SEC. 3.02 SCOPE OF WORK

The Design, Development and Implementation (DDI) Phase of the project will be broken into four (4) phases with each completed phase shifting into Maintenance & Operations as the next phase begins:

Target Implementation Phase 1 Quarter 2, 2026: Development and implementation of an assessment tool for aging individuals, those with physical disabilities, and individuals needing assistance with activities of daily living.

Target Implementation Phase 2 Quarter 4, 2027: Development and implementation of an assessment tool for individuals with intellectual or developmental disabilities.

Target Implementation Phase 3 Quarter 4, 2027: Development and implementation of an assessment tool for children and youth with intellectual or developmental disabilities.

Target Implementation Phase 4 Quarter 4, 2028: Development and implementation of a resource allocation tool.

(a) ASSESSMENT TOOL REQUIREMENTS (PHASES 1-3)

The awarded offeror will be required to provide, perform, and deliver the following (including but not limited to):

1. New Web Based Assessment Tools

The Software solution must provide new assessment tools for beneficiary eligibility for Medicaid waiver and personal care services. The new tools must be customizable to Alaska’s demographic need and include standardized coding with variable formats, names, and definitions that follow specifications from the copyright holder of the tools. Web applications must be browser independent and able to support current versions of internet browsers for Microsoft Edge, Google, Chrome and Firefox.

2. Offline Capabilities

The new tools must also include the ability for demographic information, assessment forms, algorithmic outputs, resource allocation outputs, and other functionality specified by DOH to be completed without internet connectivity and seamlessly uploaded into the system once internet connectivity is restored.

3. Assessment Tool Output

The software solution must have the ability to export and print desired outputs in a variety of formats (Excel, Word, CSV, PDF, etc.) in addition to meeting any data export requirements specified by the assessment tools' copyright holder.

4. Data Transmission, Encoding and Sharing

The software solution must have flexible capabilities of secure two-way data transmission both ingesting data relevant to the assessment process and transmitting data relevant to Resource Allocation outcomes into and from various systems that support the workflow within the scope of the project. The software solution must also correctly encode data in accordance with the new assessment tool guidelines to ensure consistency and accuracy in data sharing and usage between Alaska DOH and the copyright holder. The software solution may interface with Enterprise (MMIS) for necessary changes for new program codes, services, linkages to waiver for establishing eligibility and leveraging DOH Enterprise Service Bus (ESB) for data exchange services.

5. Secure Data Storage

The software vendor must provide secure data storage that meets Alaska DOH Information Technology (IT) requirements.

6. Support for Algorithms and Scales

The software solution must have demonstrated capabilities to support the calculation and use of algorithms, such as status and outcome scales and outputs, to inform the amount of care or need for interventions required for the use of the assessment data in preparing a service plan.

7. Compliance and Security

The software solution must be secure, HIPAA compliant and meet American Disabilities Act (ADA) standards through 508 compliance. It must also meet Medicaid Information Technology Architecture (MITA) requirements.

8. Security Authorization

The vendor must complete the DOH IT Contractual Requirements for SaaS solutions (Submittal Form E) demonstrating compliance with Department policy and procedure and work with the Department Security Office (DSO) to gain Authority to Operate (ATO) for the solution prior to production. The solution must allow for single sign-on (SSO) authentication that is compatible with other State of Alaska Systems.

9. Training and Support

The vendor must provide comprehensive training and training materials related to the use of the software and customer support during Alaska's business hours.

(b) RESOURCE ALLOCATION REQUIREMENTS (PHASE 4)

The awarded offeror will be required to provide, perform, and deliver the following (including but not limited to):

1. Web-Based System

The new tools must be customizable to Alaska’s demographic needs and include standardized coding with variable formats, names, and definitions that follow specifications from the copyright holder of the tools. Web applications must be browser independent and able to support current versions of internet browsers for Microsoft Edge, Google, Chrome and Firefox.

2. Offline Capabilities

The new tools must also include the ability for demographic information, assessment forms, algorithmic outputs, resource allocation outputs, and other functionality specified by DOH to be completed without internet connectivity and seamlessly uploaded into the system once internet connectivity is restored.

3. Resource Allocation Tool Output

The software solution must have the ability to export and print desired outputs in a variety of formats (Excel, Word, CSV, PDF, etc.) in addition to meeting any data export requirements specified by the assessment tools copyright holder.

4. Flexibility

The software solution must be adaptable to changing requirements and modifications.

5. Secure Data Storage

The software vendor must provide secure data storage that meets Alaska DOH IT requirements.

6. Data Transmission

Software solution must have flexible capabilities of secure two-way data transmission both ingesting data relevant to the assessment process and transmitting data relevant to Resource Allocation outcomes into and from various systems that support the workflow within the scope of the project. The software solution may interface with Enterprise (MMIS) for necessary changes for new program codes, services, linkages to waiver for establishing eligibility and leveraging DOH Enterprise Service Bus (ESB) for data exchange services.

7. Compliance and Security

The software solution must be secure, HIPAA compliant and meet ADA standards through 508 compliance. It must also meet MITA requirements.

8. Security Authorization

The vendor must complete the DOH IT Contractual Requirements for SaaS solutions (Submittal Form N) demonstrating compliance with Department policy and procedure, and work with the DSO to be granted ATO for the solution prior to production. The solution must allow for single sign-on (SSO) authentication that is compatible with other State of Alaska Systems.

9. Training and Support

The vendor must provide comprehensive training and training materials related to implementation activities, as well as customer support during Alaska’s business hours.

SEC. 3.03 DELIVERABLES

Deliverables include additional items and activities the offeror will complete during the project. Specific information relating to the Clarification Period is included in SEC. 6.17 Clarification of Offerors of this RFP. The Clarification Period may require additional documentation.

Offerors must be aware that some deliverables are to be submitted with their technical proposal, including the following: Master Project Management Plan, Master Project Schedule, Stakeholder/Communication Management Plan, Staffing Plan, Operations Management Plan, Operational Change Management Plan, System Design and Configuration Roadmap and Quality Management Plan.

(a) DELIVERABLE 1

Master Project Management Plan and Master Project Schedule outlining the offeror’s strategy to complete the project as described in the Scope of Work section and includes, at minimum, the following elements:

- i. Objectives and goals
- ii. Timeline
- iii. Scope
- iv. Resources
- v. Responsibilities
- vi. Milestones
- vii. Risks

Initial submission is required with the RFP response. A final draft is required within thirty (30) calendar days of contract execution. Project management variables that require updates will be provided throughout the life of the project subject to DOH approval.

(b) DELIVERABLE 2

Stakeholder / Communication Management Plan with the stakeholder register and background information on each stakeholder. The plan must provide the approach the offeror will use to manage communications. Initial submission is required with the RFP response and final draft within thirty (30) calendar days of contract execution. The Stakeholder / Communications Management Plan must be updated by the offeror and approved by DOH as changes occur.

(c) DELIVERABLE 3

Staffing Plan outlining offeror’s approach to staff operations and maintain compliance with all staffing requirements set forth in the RFP. The Staffing Plan must provide the offeror’s approach in addressing performance issues and replacing any staffing vacancies to include the process and timelines for onboarding and having new staff ready to participate in the project. The Staffing Plan must be updated by the offeror as needed and approved by DOH. Initial submission is required with the RFP response with final draft during the Clarification Period.

(d) DELIVERABLE 4

Operations Management Plan outlining the offeror’s approach to managing operations. Offeror to provide strategy for addressing the Operations Management Plan with proposal submission. Initial submission is required at RFP response and final draft to be submitted within sixty (60) calendar days of contract execution.

(e) DELIVERABLE 5

System Design or Configuration Roadmap providing the offeror’s approach to the configuration, architecture, integration modifications of the Product and the associated activities that need to be performed. The design document/roadmap initial submission is required at time of the RFP response. The final submission is required during the Clarification Period.

(f) DELIVERABLE 6

User Acceptance Testing Plan provides the offeror’s approach to testing the system to include user test cases, test scripts and scenarios that comply with DOH requirements. An initial draft is required during the Clarification Period with final draft submission within thirty (30) calendar days of contract execution.

(g) DELIVERABLE 7

System Deployment approach to ensure a seamless transition to the new system, minimizing disruptions, and maximizing stakeholder satisfaction. The offeror must provide a DOH approved System Deployment Tasks that reflect a robust, stakeholder-focused strategy for achieving a smooth and effective system rollout. Initial draft is required during the Clarification Period with final draft submission within ninety (90) calendar days of contract execution.

(h) DELIVERABLE 8

Training Management Plan outlining the offeror’s training for DOH users and include a schedule for all training to be conducted using various platforms and settings. The Training Management Plan should also provide the approach to managing and reporting on training invitees, training participants and other training related metrics. This plan must be updated by the offeror and approved by DOH as updates occur. Initial draft is required during the Clarification Period and final draft submission is required within sixty (60) calendar days of contract execution.

(i) DELIVERABLE 9

Training Materials that will be used to support the training efforts to include slide decks, lesson plans/curriculum, agendas and other materials that will be presented to trainees. These materials must be updated by the offeror and approved by DOH as requested by DOH. Final draft submission is required within sixty (60) calendar days of contract execution.

(j) DELIVERABLE 10

Reports Inventory outlining a complete inventory of all reports supported by the system solution and identify how reports can be customized to Alaska’s business needs. The inventory should include the unique report ID, title, description, frequency, retention, and audience for each report. The Reports Inventory must be updated by the offeror and approved by DOH as updates occur. Final draft submission is required within ninety (90) calendar days of contract execution.

(k) DELIVERABLE 11

Operational Change Management Plan outlining the offeror’s approach to change management and should include change management tools, processes and/or tracking, establishment of a change control board, regularly scheduled change control meetings, and process used to document change requests. The initial submission is required with the RFP response and final draft submission is required during the Clarification Period.

(l) DELIVERABLE 12

Quality Management Plan providing the offeror’s plans to manage the quality of the work that is provided on the project. The Quality Management Plan should establish the deliverable review process and quality assurance approach for the project. The initial submission is required with the RFP response and final draft submission is required during the Clarification Period.

(m) DELIVERABLE 13

Disaster Recovery Plan should include the offeror’s approach to working collaboratively with the State in the event of a disaster, including the offeror’s approach to collaboration. Final draft submission is required within 120 calendar days of contract execution.

(n) DELIVERABLE 14

Business Continuity Plan should provide the approach the offeror will use to ensure business continuity in the event of a disaster. Final draft submission is required within 120 calendar days of contract execution.

(o) DELIVERABLE 15

Operational Risk and Issue Management Plan should provide the approach the offeror will use to report and manage operational risk, and should contain the following elements:

- a. Risk management tools
- b. Data sources that support risk management
- c. Roles and responsibilities
- d. Criticality and probability measures
- e. Escalation measures
- f. Mitigation techniques

The Issue Management Plan should describe manage operational issues and contain the following elements:

- a. Issue management tools
- b. Data sources that support issue management
- c. Roles and responsibilities
- d. Criticality measures
- e. Escalation measures
- f. Corrective action plan methodology

The plan above should include the offeror’s approach to assessing and communicating performance risks and/or issues resulting from the solution. This plan should incorporate the risk mitigation approach approved during the clarification period with final draft submission within sixty (60) calendar days of contract execution. The offeror may be required to participate in a formal CMS Operational Readiness Review (ORR) prior to implementation of the software solution to verify its readiness for the production environment to include a demonstration.

(p) DELIVERABLE 16

Project Closeout must provide a Post Production Support Plan that contains a summary of achieved outcomes and metrics, and a repository of all system documentation. Initial submission is required during the Clarification Period and final draft is required within sixty (60) days of contract execution.

(q) DELIVERABLE 17

Maintenance and Operations Plan must be structured to ensure ongoing system reliability, user support, and alignment with DOH goals post rollout in a proactive approach. The Maintenance and Operations Plan must include the offeror’s plan to ensure software updates occur with the assessment tool and resource allocation copyright holder to check for updated criteria and scales. Additionally, the offeror must provide a plan to meet the licensing requirement of providing a secure data transmission annually with de-identified data to the copyright holder. Initial submission of the Maintenance and Operations Plan is required during the Clarification Period and a final draft is required within sixty (60) days of contract execution.

(r) DELIVERABLE 18

Transition Management Plan outlining the offeror’s approach to transitioning the software solution to a new vendor or to the State when the contract ends. This plan should include the following elements:

- a. Approach to transfer of knowledge to new vendor and/or State staff
- b. Approach to delivery of project documentation
- c. Approach to job shadowing
- d. Approach to transferring of assets, as applicable
- e. Approach to security transitioning all data
- f. Certificates of destruction
- g. Project Closeout Report

The Transition Management Plan must be updated by the offeror and approved by the State annually. Initial submission of the plan is required during the Clarification Period with final draft submissions within 120 calendar days of contract execution.

SEC. 3.04 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 (ATO) 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 the contract immediately.**

All contractor costs for the security assessment must be included in the offeror’s cost proposal as instructed by RFP Section 4.08 and 5.06 and Submittal Form F. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

SEC. 3.05 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 Attachment 5 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. A proposal submitted from an offeror that does not already have a signed NDA will be considered non-responsive.

SEC. 3.06 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 an Appendix to the contract – 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. 3.07 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided in Submittal Form E. 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. 3.08 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for five years, with three additional one-year renewal options to be exercised at the sole discretion of the state.

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

SEC. 3.09 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.10 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. 3.11 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. 3.12 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the contractor's locations. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must 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.

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

SEC. 3.13 SUBCONTRACTORS

Subcontractors will not be allowed. The state will have access to records if such a relationship exists as would impact upon the contractor's performance under the contract.

SEC. 3.14 JOINT VENTURES

Joint ventures will not be allowed. The state will have access to records if such a relationship exists as would impact upon contractor's performance under the contract.

SEC. 3.15 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. 3.16 F.O.B. POINT

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

SEC. 3.17 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. 3.18 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. 3.19 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. 3.20 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

- 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. 3.21 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. 3.22 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. 3.23 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 before providing to the PEC.

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, Qualifications, & Understanding of the Project	10
Submittal Form C – Methodology & Management Plan for the Project	10
Submittal Form D – Mandatory Requirements	N/A
Submittal Form E – DOH IT Contractual Requirements	N/A
Submittal Form F – Service Level Agreement	5
Submittal Form G – Cost Proposal	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, QUALIFICATIONS, & UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM B)

Offerors must provide the following in this Submittal form:

- A general overview of the offeror’s experience along with a detailed description of their capabilities and experience for automating a secure online scientifically valid and reliable suite of population-appropriate assessment instruments with government Medicaid agencies, Area Agencies on Aging, and/or Centers for Independent Living. Include specific examples, if applicable, of recommendations that were adopted and implemented by another state.
- Detailed description of their capabilities and experience to fully comply with all technical requirements set forth by the assessment tool and resource allocation copyright holder.
- Detailed description of their capabilities and experience in working collaboratively with Medicaid program stakeholders in the evaluation of systematic changes.
- Describe 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.
- Provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must also provide at least one reference from other state government agencies for project(s) completed by the offeror in similar scope to the work detailed in Section 3 of this RFP.

- ✓ Important: The reference form attached to this RFP, titled “RFP 2025-1600-0286 – Reference Form”, must be completed by each reference and submitted directly to the procurement officer, **not** to the offeror. The reference form 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.

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 METHODOLOGY & MANAGEMENT PLAN FOR 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.

Offerors must provide the following in this Submittal Form:

- Comprehensive overview of the methodology that will be used to approach the project, including the proposed timeline.
- Identify how stakeholder engagement and feedback will be incorporated into the project management plan.
- Detailed information about the management plan the offeror intends to follow illustrating how the plan will serve to meet the state’s needs. This should include:
 - a) How the offeror will be accountable to the State,
 - b) How the critical team members named in Submittal Form A and the overall project team will be organized, including their titles and the location(s) where work will be performed, clearly illustrating roles and responsibilities, lines of authority and communication, and outline which components of the contract they will be responsible for.
 - c) How the offeror envisions collaboration with the State on this project, and
 - d) How the offeror will successfully engage with stakeholders.
- Identify any potential issues, risks, or problems the offeror foresees with this project and how they will be addressed.

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 MANDATORY REQUIREMENTS (SUBMITTAL FORM D)

Offerors must complete and submit this Submittal Form.

SEC. 4.07 DOH IT CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM E)

Offerors must complete and submit this Submittal Form.

SEC. 4.08 SERVICE LEVEL AGREEMENT (SUBMITTAL FORM F)

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. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

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. All contractor costs for the security assessment in Section 3.04 must be included in the cost proposal.

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.

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 5.07 and add those scores to the awarded points.
- 8) The procurement officer may prioritize proposals, and the state may request interviews and demonstrations from the top-rated offerors.
- 9) The PEC will evaluate and score the interviews and 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
Mandatory Requirements Compliance (Submittal Form D)	Pass/Fail
Service Level Agreement (Submittal Form F)	Pass/Fail

Qualifications Criteria	Weight
Experience, Qualifications, & Understanding of the Project (Submittal Form B)	200
Methodology & Management Plan for the Project (Submittal Form C)	250
Interviews	250
Demonstrations	100
Total	800

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	200
	Total	200

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:

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

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

Offeror 2 was awarded 50 points:

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

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

Offeror 3 was awarded 100 points:

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

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

SEC. 5.04 EXPERIENCE, QUALIFICATIONS, & UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated based on the information they provided in response to section 4.04 and the level of experience, qualifications, and understanding it demonstrates.

SEC. 5.05 METHODOLOGY & MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal based on how well the offeror demonstrates their methodology and management plan and how it will serve to accomplish the work required in the RFP and meet the state's needs.

SEC. 5.06 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% 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.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.07 APPLICATION OF PREFERENCES

Preferences will not be allowed.

SEC. 5.08 SHORTLISTING

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

SEC. 5.09 INTERVIEWS AND DEMONSTRATIONS

The interviews and demonstrations will be conducted remotely and concurrently via Microsoft Teams. The schedule will follow this format:

No.	Agenda Item	Time Allocated
1	Introductions	Approximately 5 minutes
2	Interview Primary Project Manager and Critical Team Members	60 minutes maximum – hard stop
3	Break	Approximately 15 minutes
4	Demonstration	60 minutes maximum – hard stop
5	Closing remarks	Approximately 10 minutes

Introductions will be used solely for introducing team member’s names and roles on both the State and offeror’s side. Time for introductions, the break, and closing remarks will not be allocated to business development purposes. The maximum time for the interviews is 60 minutes and the maximum time for the demonstration is 60 minutes. The state will strictly enforce these time limits.

During the Interview Open Session, the offeror will respond to the state’s questions related to the offeror’s proposal. Offerors will not be able to use or present slides, graphs, charts, or any other written presentation materials including handouts. Offerors must be prepared to answer questions about their proposal.

Selected offerors will provide a demonstration of their proposed solution. The demonstration must include their system functionalities for the following processes:

1. Role based security and permissions (ability to establish roles and assign roles; how permissions and 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, other users);
5. Navigating within the assessment, identifying required and/or unanswered questions and entering assessment information.
6. System Edit configurability and management;
7. De-identified data collection processes for transmission to the copyright/license holder;

8. Report functionality (point and click technology, flexibility, alternate ways to present data);
9. Network connectivity and usage in ‘not connected to the internet’ mode and switching to alternate networks if Wi-Fi is unavailable.
10. Quality control functionality and assessment data integrity (i.e. system not moving forward with required data missing, etc.)
11. Assessment check in/out functionality to prevent an assessment record from being compromised by multiple users or via multiple versions of the same assessment being open for editing
12. Interface capabilities such as ingesting data into the solution and exporting data to another solution.

If selected to participate in an interview and provide a demonstration, the procurement officer will notify the offeror of the date and time these will be schedule. The state anticipates giving at a minimum one week’s notice to the offerors selected for interviews and demonstrations.

(a) INTERVIEW:

The interview will be with the primary project manager and the critical team members identified in Submittal Form A of the offeror’s proposal. The state reserves the right to request additional personnel. All these personnel must attend the interview, and no other individuals from the offeror’s organization will be allowed to sit in or participate during the interview sessions. If any of these personnel fail to attend the interview, the offeror may be given a “1” score, which may jeopardize the offeror’s competitiveness.

Because the state will strictly enforce the interview time limit, offerors must be prepared to start the interview on time and not include any information that doesn’t directly apply to the scope of work outlined in the RFP. Interviews are expected to last 60 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. Interviewees are prohibited from making any reference to their proposed cost/fees.

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

(b) DEMONSTRATION:

The state will not be responsible for any technical issues or problems that may arise with the demonstration. An offeror will not be allocated additional time for the demonstration unless the technical issues are beyond the control of the offeror.

Because the state will strictly enforce the 60-minute time limit, offerors must be prepared to start the demonstration on time and not include any information in their demonstration that doesn’t directly apply to the scope of work outlined in the RFP.

Demonstrations are prohibited from making any reference to their proposed cost/fees. The PEC will attend the demonstration and reserves the right to clarify or ask for follow-up questions. The PEC will score each demonstration individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

SEC. 5.10 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. 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 Services. 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 or 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 Section 5.12, 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

Prior to the contract negotiation period detailed in Section 5.12, 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 contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

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 – D
- 2) Submittal Form E – DOH IT Contractual Requirements
- 3) Submittal Form F – Service Level Agreement
- 4) Submittal Form G– Cost Proposal
- 5) Intent to propose and non-disclosure agreement (NDA)
- 6) Service Level Agreement Requirements
- 7) Standard Agreement Form for Professional Services with Appendices A through D
 - a) Appendix A – General Provisions
 - b) Appendix B² – Indemnity and Insurance
 - c) Appendix C - Description of Services
 - d) Appendix D – Payment for Services
- 8) HIPAA and HITECH Information Security Agreement Appendix E (ISA)
- 9) DOH BAA Appendix F
- 10) RFP 2025-1600-0286 Reference Form