

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ELIGIBILITY MODERNIZATION QA/PM CONSULTING RFP 2025-1600-0375

ISSUED OCTOBER 24, 2025

THE ALASKA DEPARTMENT OF HEALTH (DOH), DIVISION OF PUBLIC ASSISTANCE (DPA), ELIGIBILITY MODERNIZATION OFFICE IS SEEKING A QUALIFIED CONTRACTOR TO PROVIDE QUALITY ASSURANCE AND PRODUCT MANAGEMENT SUPPORT SERVICE TO THE PUBLIC ASSISTANCE ELIGIBILITY DETERMINATION SYSTEM MODERNIZATION PROJECTS TO INCLUDE SECURITY AND PRIVACY CONTROLS ASSESSMENT SERVICES.

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### ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF PUBLIC ASSISTANCE

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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 Public Assistance (DPA), Eligibility Modernization Office, is soliciting proposals for a Quality Assurance (QA) and Product Management (PM) contractor to support the continuing modernization development of our integrated eligibility platform (IEP) by providing:

- Quality assurance
- Assessment completion and supporting security and privacy documentation to further improve the state's security and privacy posture
- Project management and product management planning, oversight, and assistance

The State of Alaska has implemented MAGI Medicaid functionality in the partially completed system named Alaska's Resource for Integrated Eligibility Services (ARIES). This system has been online since October 2014 and currently serves over 200,000 Alaskans and is operated by over 400 users.

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

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

### SEC. 1.02 BUDGET

DPA has a maximum budget of \$5,000,000 for completion of the initial two-year contract period.

The state reserves the right to exercise three additional two-year renewal options. Each two-year renewal option will have a maximum budget of \$5,000,000.

The maximum budget for the life of the contract, if all renewal options are exercised, is \$20,000,000.

Proposals priced at more than \$5,000,000 for the initial two-year contract period or priced at more than \$20,000,000 for the life of the contract will be considered non-responsive and the proposal will be rejected.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on December 23, 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 and the proposal will be rejected.

## **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](mailto: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                                              | DATE                                    |
|-------------------------------------------------------|-----------------------------------------|
| Issue Date / RFP Released                             | October 24, 2025                        |
| Deadline to Submit Questions                          | December 15, 2025                       |
| Deadline for Receipt of Proposals / Proposal Due Date | December 23, 2025 @ 2:00 pm Alaska Time |
| Proposal Evaluations Start                            | Week of December 29, 2025               |
| Interviews Complete                                   | Week of January 26, 2026                |
| Notice of Intent to Award                             | Week of January 26, 2026                |
| Contract Issued                                       | Week of February 9, 2026                |

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 PRE-PROPOSAL CONFERENCE

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

### SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### SEC. 1.14 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Alaska Statute [47.05.010](#) designates Department of Health (DOH), Division of Public Assistance (DPA) as having responsibility for determining eligibility and administration of Alaska’s public assistance programs. As a part of this designation, DPA is charged with determining eligibility for each of the programs based on state and federal regulation, governed by Alaska Administrative Code, [Title 7](#). Our mission is to “promote self-sufficiency and provide basic living expenses to Alaskans in need.”

This includes the following programs:

- Adult Public Assistance (APA)
- Alaska Temporary Assistance Program (ATAP)
- ATAP Work Services (TANF)
- Childcare Assistance
- Family Nutrition
- General Relief Assistance
- Heating Assistance
- Interim Assistance
- Medicaid
  - Modified Adjusted Gross Income (MAGI)
  - Denali KidCare (SCHIP)
  - Aged, Disabled, Blind, and Long-Term Care (ADLTC)
- Permanent Fund Dividend Hold-Harmless
- Senior Benefits
- Supplement Nutrition Assistance Program (SNAP) (aka food stamps)
- SNAP Employment and Training
- Tribal TANF
- Women, Infants, and Children Program (WIC)

DPA has federal partners, including the Centers for Medicare & Medicaid Services (CMS), Food and Nutrition Services (FNS), and Administration of Children and Families (ACF), who we work with to implement regulations and program rules.

To perform this work, DPA uses several technical systems. These include a legacy mainframe system (EIS), as well as a modern Modified Adjusted Gross Income (MAGI) Medicaid determination platform, known as Alaska's Resource for Integrated Eligibility Services (ARIES).

While EIS has effectively supported program administration and benefit delivery for over 40 years, the technology on which it is based (IBM mainframe platform, COBOL software development language and ADABAS database management system) is becoming increasingly difficult to maintain. Many significant changes in public assistance programs and program administration have occurred since the system was placed into production in 1984. Mandatory federal Medicaid provisions of the ACA, Welfare Reform, new program demands, and the continued growth and complexity in public assistance programs are creating a shift in business needs. The system is currently

functioning well beyond the capacity for which it was designed and does not provide the flexibility needed to implement mandatory federal provisions.

The modern system, called ARIES, is used by over 400 users consisting of eligibility technicians, administrative staff, and management personnel within DPA, and contains over 200,000 benefit recipients. In addition to these users there are multiple contractors and community partners that access the system to assist in the public assistance program administration. In total the ARIES system is used by over 700 users.

Greater system flexibility and robust reporting capabilities are needed to accommodate changes driven by federal and state laws and to ensure the long-term ability of DPA to provide efficient, economical, and effective administration of its programs. The Division needs to pursue the implementation of a more advanced software application based on current technology and Service Oriented Architecture (SOA) that aligns with the Medicaid Information Technology Architecture (MITA) and compliance with the CMS Seven Standards and Conditions. This will ensure a successful implementation of the mandatory federal Medicaid provisions.

In addition, DPA needs a user-friendly and adaptable system to gain efficiency, reduce system maintenance costs, respond to increasing service demands, improve customer service, and better support the timeliness and accuracy of eligibility decisions.

DPA is developing a modern, integrated eligibility platform that enables staff to more efficiently issue correct and timely benefits to Alaskans who need help meeting their basic needs. Utilizing agile development methods and modular procurements, DPA has the goal of implementing an eligibility platform that not only meets state and federal standards, but is user friendly for clients, eligibility staff, and technical staff.

DPA has moved away from a "big bang" waterfall acquisitions process to a more modular approach, emphasizing user centered design, agile product development, and DevSecOps practices. We integrate user experience, security, and privacy into all our development work. More information about the Eligibility Modernization project can be found [here](#) **(be sure to add yourself as a watcher on the overall eligibility modernization repository to automatically get updates about changes and upcoming procurements)**. The goal of this approach is to incrementally improve the current situation in a measurable and sustainable way and eventually allow the continued migration of programs away from the previous eligibility system and onto something more modern, flexible and maintainable.

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

Of specific interest are:

[Procurement strategy](#)

[Modular product design strategy](#) and our [Modular Experience and API Framework Prototype](#)

[How We Work](#)

[EIS Modernization Project Technical Strategy](#)

This approach to ensuring continuing progress towards the [roadmap](#) goals is to organize product teams to work on the individual procurements and product increments. These teams work together with the selected vendor to complete work organized by regular sprints. These sprints include activities like daily or regular standups, a retrospective held at the end of each sprint, a sprint review of work completed, sprint planning and backlog grooming sessions.



The first milestones were improvements to the worker experience in the ARIES system in addition to stabilizing the underlying infrastructure (Milestone 0 and Milestone 1). Milestone 2 Increments 1-5 will move the remaining Medicaid categories off the legacy mainframe to a modern system exercising our user centered design practices, modern software development methods and security focused continuous deployment processes. Specific information regarding this procurement can be found in the [RFP-IES-Milestone 2 GitHub Repo](#). Milestone 2 Increment 6 is developing digitalized, dynamic smart forms to streamline application submission, renewals, and reports of change. Milestone 2 Increment 7 will implement a new client facing portal for application submissions, case review, updates, and event tracking (upcoming interview appointments). Milestone 2.5 focuses on data architecture and interoperability. Milestone 3 will move the SNAP program off the legacy mainframe to a modern system exercising our user centered design practices, modern software development methods and security focused continuous deployment processes. Milestone 2 Increment 8 and Milestone 4 are planned projects for a later date.

This solicitation is to obtain QA and PM services in support of DPA Eligibility Modernization Office’s development of one modern integrated eligibility platform utilizing the existing ARIES infrastructure. Critical to the needed support is security assessment services providing independent security and privacy attestations validating that all necessary security controls are integrated into the design and implementation of the solution.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The State of Alaska DOH, DPA, Eligibility Modernization Office is soliciting proposals to contract a consulting firm to perform the following services:

- Project and Product Management Activities
  - The contractor shall provide a Product/Project Manager point of contact to support all project activities for DPA's Eligibility Modernization Office, including but not limited to
    - Develop and maintain the product vision/mission for the project and ultimately the product
    - Develop and maintain a roadmap/project plan and its functional components of work processes and platforms
    - Evaluate project progress, resources, budget, schedules, workflow, and reporting
    - Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule
    - Ensure that project management of the systems development life cycle (SDLC) for the projects is conducted with industry best practices. Evaluate the SDLC to ensure that the methodology is appropriate for the development effort
    - Facilitate and assist DPA and technical Contractor(s) in developing project artifacts, as relevant to the DPA selected project development methodology
    - Examine the job assignments, skills, training and experience of the personnel involved in project development to verify that they are adequate for the development task
    - Verify that project management plans are created and followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete
    - Evaluate the project reporting plan and actual project reports to verify project status is accurately tracked using project metrics
    - Verify milestones and completion dates are planned, monitored, and met
    - Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and developmental efforts. Perform issue management as it relates to unexpected gaps in the development of the roadmap projects
    - Verify that a risk management plan is created and followed. Evaluate the project's risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete
    - Verify that a communication plan is created and followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders, and assess if communication plans and strategies are effective, implemented, monitored and complete
    - Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed

- Verify that the obligations of development contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined
- Verify that the development contractors' software development methodology and product standards are compatible with the system's standards and environment
- Facilitation, input, and assistance to DPA's Governance Committee and other stakeholders
- Develop and maintain DPA's advanced planning documents (APDs)
- Develop and publish requests for proposals (RFPs) for upcoming milestones/increments of the roadmap. Management support to assist DPA in the procurement activities necessary to select software development vendors.
- Prepare and monitor budget and funding requests, produce IAPD's, monthly status reports and interface with CMS, FNS, and other state and federal agencies
- Provide representation on behalf of the Division Director and the Eligibility Modernization Office to respond and/or present to executive leadership, legislative requests, legislative hearings, federal partners, stakeholders, etc.
- Project Analyst / Product Analyst / Business Analyst Activities
  - Provide analyst support services
  - Review system and process design documentation
  - Coordinate system and process design approval and updates with policy and process managers
  - Coordinate scripts, schedule and process for discovery sessions
  - Conduct research to resolve development issues
  - Conduct stakeholder meetings to refine development requirements
  - Obtain, analyze, specify, and validate business, policy, and technical requirements
  - Orchestrate the development and implementation of new business processes
  - Coordinate new business processes with workflow, training and process leadership
  - Plan and conduct requirements, outcomes, and design review
  - Participate in data conversion and validation activities
  - Review vendor deliverables to ensure conformance to acceptance criteria
  - Design, collect, maintain and distribute project metrics
  - Maintain system documentation (SharePoint, Azure DevOps Wiki)
  - Perform Scrum Master duties
    - Lead sprint ceremonies (standups, planning/grooming, and review/retrospectives)
    - Advance DPA roadmap items assigned by the Eligibility Modernization Office
    - Ensure that the product increment outcomes are met
    - Serve as a bridge between the management team and the product increment team
    - Ensure the product increment team is productive and sprint activities are timeboxed
    - Resolve obstacles, barriers, or blockers encountered by the product increment team
    - Facilitate and manage smaller product increments
    - Manage product increment backlog items
    - Create user stories, product backlog items, epics and features as needed
    - Ensure user focused design and implementation by inclusion of system users in the coordination of design, development and testing
    - Create management and track product increment issues and risks
    - Monitor time and collaboration process
- Quality Assurance (QA) Activities

- Provide QA activities and support services for the duration of the contract by ensuring compliance with our plans, practices and procedures
- Review and make recommendations on the project's QA plan, defined processes, and product standards associated with system development and product management
- Verify that QA has an appropriate level of independence from product management
- Assist the State with maturing its agile processes in both software development and product management focus areas
- Verify that the QA function monitors the fidelity of all defined processes in all phases of the project
- Verify that the quality of all products produced by the product/project is monitored by formal reviews and approvals
- Conduct retrospectives that measure success and continually update the process where needed improvements are identified
- Verify that the processes and standards are compatible with each other and with the system development methodology
- Ensure that change management plans and configuration management plans are adhered to
- Testing Activities
  - Advise the Eligibility Modernization Office on the appropriate test strategy and design to ensure that proper QA objectives are met, including assistance with IV&V specific test requirements
  - Develop a QA testing framework that supports continuous integration and continuous deployment with automated testing
  - Advise on the appropriateness of the automated testing code coverage as well as the inclusion of the automated testing into the continuous delivery pipeline
  - Test planning and test execution activity guidance and assistance; conducts and/or coordinates pre-production deployment testing and review activities
  - Provide continuous review of the testing strategy to ensure that test plans and test cases are aligned with associated use cases/user stories
  - Coordinate and assist with the development and maintenance of test plans
  - Create and/or review test cases
  - Coordinate and/or schedule testers
  - Conduct testing and document results
  - Assemble test results reporting
- Authority to Operate (ATO) / Authority to Connect (ATC) Activities
  - Provide assistance securing initial and ongoing ATO from DOH and initial and ongoing ATC from the following federal partners:
    - Center for Medicaid and Medicare Services (CMS) – Minimum Acceptable Risk Standards for Exchanges ([MARS-E 2.2](#), Acceptable Risk Controls for ACA, Medicaid, and Partner Entities ([ARC-AMPE](#)), or most recent version in force
    - Food and Nutrition Services (FNS) – FNS Handbook 901
    - Social Security Administration (SSA) – Information System Security Guidelines
    - Internal Revenue Services (IRS) – Safeguard Security Report (SSR)
- Third Party Security Assessment
  - Provide guidance and support for full development and completion of the MARS-E Authority to Connect (ATC) package based on the security and privacy controls for CMS' Minimum Acceptable Risk Standards for Exchanges ([MARS-E 2.2](#) package, Acceptable Risk Controls for ACA, Medicaid, and Partner Entities (ARC-AMPE), or most recent version in force.

- Provide guidance and support to ensure the System Security Plan (SSP) is in compliance with the federal requirements and guidance for “[ACA Administering Entity System Security Plan](#).”
- Provide guidance and support to ensure that the [Privacy Impact Assessment](#) is in compliance with federal regulations and guidelines.
- Provide ongoing Security and Privacy Controls Assessments ([SCA](#)) against the full set of current MARS-E/ARC-AMPE controls. The Security and Privacy Control Assessment (SCA) assists CMS information security and privacy staff with understanding the current security and privacy posture of the Affordable Care Act (ACA) information system and its potential impact on the broader ACA program
- Provide guidance and support to ensure that the Information Security Risk Assessment ([ISRA](#)), documenting all critical/high risk findings and vulnerabilities in the environment as defined by CMS documentation and compliance with CMS regulations and guidelines.
- Provide guidance and support to ensure that the Plan of Action and Milestones (POAM) document listing the controls that need to be implemented based on the results of the security assessment is continuously updated and reflects the current status of outstanding findings.
- Perform periodic formal security and privacy assessments and required documentation, providing input into lessons learned documentation at appropriate key milestones throughout the Project. Based on these assessments, DPA will work with the Technical Services contractor(s) to confirm/reconfirm Product Roadmap/Project Scope for subsequent tasks, phases and/or milestones. These include:
  - Annual attestation of ATC package
  - Security and Privacy Controls Assessment (SCA)
  - System Security Plan (SSP)
  - Information Security Risk Assessment (ISRA)
  - Plan of Action and Milestones (POAM)
- Verify that the third-party security assessment staff have an appropriate level of independence from the staff that assist in obtaining ATO/ATC.
- Certification Assistance
  - Assistance documenting and obtaining certification from CMS following the Streamlined Modular Certification (SMC) process.
  - Assistance documenting and obtaining certification from FNS following the certification process defined in the FNS Handbook 901.
  - Document and maintain project outcomes and metrics.
  - Assist in completing SMC checklists and documentation (ConOps, Project Plans, etc.)
  - Work with the State’s IV&V vendor to ensure that SMC criteria are met with evidence is available. Note: the state will be issuing an RFP for IV&V services in the near future.
- Subject Matter Expertise
  - Provide ad hoc guidance to the Eligibility Modernization Office in the following areas:
    - Eligibility and enrollment federal and state regulatory and legislative requirements
    - Technology architecture
    - Security compliance
    - Data interoperability and reporting

## SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

| Deliverable                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Due Date                                        |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Project / Product Management Plan | <ul style="list-style-type: none"> <li>• Develop and maintain the Project / Product Management Plan that addresses the implementation and onboarding of the solutions. The plan must include:               <ul style="list-style-type: none"> <li>○ Implementation schedule to include major milestones and tracking methodologies</li> <li>○ Assumptions and constraints</li> <li>○ Staffing plan</li> <li>○ Change management plan</li> <li>○ Configuration management plan</li> <li>○ Risk and issue management plans that proactively raise awareness of issues and risks and track them to resolution</li> <li>○ Communication and escalation plan that includes QA related communication processes both internal to the Project, including communication with DPA, State and Federal stakeholders and external to the Technical Services Contractor and others</li> <li>○ Agile Requirements Management Plan and associated processes to track objectives, outcomes and/or requirements defined in requests for proposals and technical services contractor agreements with DPA through work developed and delivered during the project's development lifecycle by the technical services contractor. Agile Requirements Management Plan and associated processes will identify verification and validation quality control techniques and validation processes that align with project's agile development methodology</li> <li>○ Training plan</li> </ul> </li> </ul> | Within 45 days of engagement, updated as needed |
| QA Management Plan                | <ul style="list-style-type: none"> <li>• Development and maintain the QA Management Plan:               <ul style="list-style-type: none"> <li>○ Overview and quality assurance and control/tasks</li> <li>○ Assistance with monitoring vendor compliance with QA Management Plan</li> <li>○ Description of quality management roles and responsibilities</li> <li>○ Approach for monitoring the quality and accuracy of all Technical Services Contractor Deliverables</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Within 45 days of engagement, updated as needed |

| Deliverable                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Due Date           |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|                                          | <ul style="list-style-type: none"> <li>○ Approach including processes and procedures ensuring Technical Services Contractor work products and deliverables meet business objectives, end-user expectations, and defined requirements are as free of errors as possible</li> <li>● Work collaboratively with the State to define and implement a quality management approach and framework for implementing quality management to ensure successful implementations. The framework will address quality control, quality assurance and continuous process improvement. It will also address the various roles and responsibilities of the team in managing the project's quality processes ensuring they are implemented and followed. The QA contractor will identify the quality planning tools and techniques to be used on the project and process for ensuring the project adheres to the project standards and controls, issue management, risk management, configuration management, and change management procedures</li> </ul> |                    |
| Monthly Status Reports                   | <p>Report to contain at a minimum</p> <ul style="list-style-type: none"> <li>● Summary of all activities performed during the reporting period consistent with <a href="#">SEC 3.01 Scope of Work</a></li> <li>● Budget update and spend summary</li> <li>● Highlight of newly added risks or issues</li> <li>● Summary of any new recommended actions</li> <li>● Any discrepancies found on reports submitted by the DDI contractor included but not limited to: Monthly status reports, staffing, performance metrics, monthly invoices and statistical reports</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Monthly            |
| Security and Privacy Assessment Services | <p>Update and maintain the following Security Documents:</p> <ul style="list-style-type: none"> <li>● System Security Plan (SSP)</li> <li>● Privacy Impact Assessment (PIA)</li> <li>● Information Security Risk Assessment (ISRA)</li> <li>● Plan of Action &amp; Milestones (POAM)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Annually/As Needed |

| Deliverable | Description                                                                                                                                                                                                                                                                                                                                                                                                                               | Due Date            |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|             | Periodic formal security and privacy assessments documentation includes the following <ul style="list-style-type: none"> <li>• Assessment Plan</li> <li>• Compliance Checklist (to include due dates and required security and privacy documents)</li> <li>• Risk Assessment Report</li> <li>• Privacy Impact Assessment Report</li> <li>• Other Security Documentation required for Authority to Connect as identified by CMS</li> </ul> | Quarterly/As Needed |
|             | Provide Security Assessment Plan (SAP), Security Assessment Report (SAR), and Security Assessment Workbook (SAW) according to the current MARS-E/ARC-AMPE regulations, guidelines and CMS guidance                                                                                                                                                                                                                                        | Annually/As Needed  |

### 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 ensure that any staff who will be assigned to the project meet all required security clearance and training processes outlined by DOH, SOA, and CMS. This includes credentialing and training required of all staff who may have access to PII or PHI as a part of this work.

### SEC. 3.04 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided in Attachment 3. The offeror is **NOT** expected to complete this spreadsheet; rather it is provided as a reference for knowledge of expectations for the technical assistance contractor's IT and security requirements they are required to meet.

### SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the award, approximately March 1, 2026, for 2 years, through April 30, 2028, with 3 additional 2-year renewal options to be exercised at the sole discretion of the state. The full term of the contract, if all renewals are executed, will run from approximately March 1, 2026, for approximately 8 years, through approximately April 30, 2034.

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



All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect.

### SEC. 3.06 CONTRACT TYPE

This contract is a firm fixed price contract in accordance with the rates proposed in Attachment 02 Submittal Form H – Cost Proposal.

### SEC. 3.07 PAYMENT PROCEDURES

The state will make monthly payments based on the hourly rates identified in Attachment 02 Submittal Form H – Cost Proposal. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

### SEC. 3.08 CONTRACT PAYMENT

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

Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

### SEC. 3.09 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). The contractor may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>.

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

### SEC. 3.10 CONTRACT PRICE ADJUSTMENTS

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

The Contractor may request price adjustments, no sooner than 24 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty days prior to the end of the current term. All requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor fails to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective the first day of the month that follows 30 days after the State receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported 1<sup>st</sup> Half (January through June 2025); and each 1<sup>st</sup> Half

thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

### SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the discretion of the contractor as long as the location complies with the requirements below.

The state will provide a limited amount of workspace. This may include 1 or 2 desk spaces, co-located with DOH staff during contract-specific travel). The contractor must provide any additional space that is needed.

We anticipate much of this work to be performed remotely with close collaboration between the project team via digital communication methods. There may be some occasions where an on-site visit is required, but those will be the exception rather than the rule. All equipment (laptops, printers, internet access, etc.) must be supplied by the contractor and must meet physical and information safeguards as defined by DOH staff.

Contractor staff must be available to participate in project-related meetings as scheduled by DOH staff with the State of Alaska's normal business hours (8:00AM–5:00 PM Alaska Prevailing Time).

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 2-3 persons to make 2-3 trips to 3601 C Street, Suite 490, Anchorage, Alaska 99503 or to 333 Willoughby Ave, Ste 700, Juneau, AK 99801 on rare occasion. Travel to other locations will not be required.

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.

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 may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in [SEC. 4.02 Submittal Form G](#) of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in [Submittal Form F – Mandatory Requirements](#). **Offerors must be specific in [Submittal Form F](#) as to which subcontractor(s) defined in [Submittal Form G – Subcontractor](#) they are citing to meet the specific requirement listed in [Submittal Form F](#).**

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to providing the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

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

### SEC. 3.13 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 RIGHT OF CMS AUDIT AND INSPECTION

Throughout the life of the contract, the Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS) and its contractors shall have the right to conduct onsite or offsite evaluation of services performed by the contractor and to audit and inspect contractor information, data, and records. These rights are in addition to Article 2 of Appendix A of this contract, which provides for Inspections and Reports that may be conducted by the Department of Health.

### SEC. 3.16 CONTRACT PERSONNEL

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

DOH envisions the need for the following roles and skillsets as part of the contractor team:

| Role                              | Responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product Manager / Project Manager | <p>Responsible for planning (in accordance with project goals, timelines, and budget), overseeing development (including resource management), delivery, and deployment of software, and overall communication - keeping stakeholders updated on project progress and seeking their input throughout the project lifecycle.</p> <p>The contractor shall provide a Project Manager point of contact for the Eligibility Modernization Office for problem resolution, project management reporting in accordance with standard program/project management methodologies, and staffing requirements. This individual works with cross-functional teams on a project level to plan, organize, and lead the project(s), and manages related resources and timelines. On a program level this individual works with project managers across all active initiatives to plan, sequence and align deployments for success.</p> |

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                           | <p>Additionally, DPA considers this effort to be product focused, and therefore requires the skillset of a Product Manager. This individual is responsible for the product's vision, objectives, and success, and collaborates with teams across program initiatives to create a product(s) that meets user needs.</p> <p>Note, the Project Manager and Product Manager may be one individual or two.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Quality Assurance (QA) Manager                            | <p>The quality assurance lead coordinates all testing activities to ensure releases meet specific standards and usability requirements.</p> <ul style="list-style-type: none"> <li>• Assist in defining and clarifying user stories according to documented standards</li> <li>• Define acceptance criteria and assure criteria is met prior to deployment</li> <li>• Design automated, manual, and user tests.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Product analyst / Project Analyst / Business Analyst Lead | <p>Provides oversight and guidance of the Product Analyst / Project Analyst / Business Analyst team</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Product Analysts / Project Analysts / Business Analysts   | <p>We are looking to add 4 full-time Analysts via this contract to augment the Eligibility Modernization Office team.</p> <p>Analysts are responsible for bridging the gap between IT and the business by assessing and improving the organization's processes and systems by analyzing data and identifying improvement opportunities. This includes:</p> <ul style="list-style-type: none"> <li>• Develop and document functional specifications</li> <li>• Collaborate with business stakeholders and technical teams to ensure project success</li> <li>• Identify gaps and inefficiencies in current processes and recommend improvements. Reviews business metrics and develop plans for improvement. This may include testing business processes, identifying automation opportunities, and modeling business processes</li> <li>• Assist in the development and execution of IT strategies to support business goals</li> <li>• Gather and analyze data to identify issues and potential solutions. This may include data like budgets, enrollments, and related metrics, as well as forecasts. Analysts use analytical thinking to interpret data, look for patterns, and make calculations</li> <li>• Assure that work items meet the project processes, format, and documentation standards</li> </ul> <p>Desired skills include:</p> <ul style="list-style-type: none"> <li>• Solid project administration and data analytical thinking</li> <li>• Problem solving and reasoning skills</li> <li>• Strong and effective communication skills that simplify information and technical jargon so it's easy for the whole team to understand</li> </ul> |

|                                                        |                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | <ul style="list-style-type: none"> <li>• Experience coordinating multiple work groups daily meetings, sprint ceremonies, and user testing coordination</li> <li>• Experience leading and advising disparate work groups</li> </ul>                                                                                                                |
| Project Assistant                                      | Performs administrative support to the project team (onboarding, timekeeping, deliverable tracking, etc.)                                                                                                                                                                                                                                         |
| User Interface (UI)/User Experience (UX) Designer      | <ul style="list-style-type: none"> <li>• Work with system users incorporated into the design, development, and testing of user-facing elements</li> <li>• Conduct Usability Testing sessions/studies</li> <li>• Compile test session documentation including reviews and findings (Synthesis) documents according to current standards</li> </ul> |
| Senior Security Assessors                              | <ul style="list-style-type: none"> <li>• Lead coordinated work of a Security Assessment team</li> <li>• Implement and share knowledge of security documentation as named in <a href="#">SEC. 3.02</a> (MARS E 2.2, ARC/AMPE, SSP, SCA, SAR, ISRA, POAM)</li> </ul>                                                                                |
| Security Assessors                                     | <ul style="list-style-type: none"> <li>• Perform security assessments</li> <li>• Implement and share knowledge of security documentation as named in <a href="#">SEC. 3.02</a></li> </ul>                                                                                                                                                         |
| Eligibility and Enrollment Subject Matter Expert (SME) | <ul style="list-style-type: none"> <li>• Provide ad hoc support as needed to project team, developers, and stakeholders as requested by project team</li> <li>• Provide assistance responding to federal partners' requests for information</li> <li>• Consult on federal or state initiatives or policy changes</li> </ul>                       |
| Other Subject Matter Expert(s)                         | <p>Provide ad hoc subject matter expertise in the following areas:</p> <ul style="list-style-type: none"> <li>▪ Technology architecture</li> <li>▪ Security compliance</li> <li>▪ Data interoperability and reporting</li> </ul>                                                                                                                  |

**Note** that one person could meet multiple of these skillset suggestions. Alternatively, multiple people could be needed to support each of these listed skillsets.

#### DESIRED SKILLS AND KNOWLEDGE

- Demonstrated successful project leadership using Agile product development methods
- Previously documented success working with governmental organizations
- Experience with complex, large scale system design, development, testing, and integration projects
- In-depth knowledge of Public Assistance programs' administration (SNAP, Medicaid, TANF)
- Demonstrated successful completion of design, development and implementation of a Health and Humans Services project
- Thorough understanding of Privacy and Security requirements

## KEY PERSONNEL

The following requirements related to personnel must be met:

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

At a minimum, a Project/Product Manager, QA Manager, and the Eligibility & Enrollment SME must be identified and designated as Key Personnel

- Experience with CMS Medicaid Streamline Modular Certification (SMC) and related Outcomes
- Experience researching state Medicaid enrollment documentation and regulations
- Experience defining and designing Medicaid enrollment and reconciliation solutions
- Experience speaking with the client/users to understand their specific eligibility business processes

The **Project/Product Manager (PM)** will be a direct liaison to the Eligibility Modernization Office. The PM is responsible for the supervision and management of the contractor's personnel, overall technical solution, and budget. Desired skills/experience for the PM include:

- Experience in technical leadership
- Strong ability in agile product management techniques
- Ability to rapidly prioritize competing requirements
- Ability in technical work estimation techniques
- Ability to understand and simplify customer requirements
- Ability to communicate end user feedback to technical and design leads
- Strong communication skills (both written and oral)
- Proven knowledge of industry standards

The **Product Manager** must have a minimum of three (3) years' experience in the last five (5) years leading a project for a health and human services organization. This experience must be reflected in the proposed PM's resume.

The **QA Manager** must have a solid understanding of agile software development with experience with a variety of testing techniques and strategies (UI testing, automated testing, acceptance testing, etc.). The **QA Manager** must have a minimum of three (3) years' experience in the last five (5) years in a quality leadership role. This must be reflected on Submittal Form F – Mandatory Requirements.

The **Eligibility and Enrollment SME** must have (3) years' experience within the last five (5) years in a comparable role on a similar project. This must be reflected on Submittal Form F – Mandatory Requirements.

- Experience with CMS streamlined modular certification (SMC) and related outcomes and metrics
- Experience researching federal and state eligibility and enrollment documentation and regulations

### **SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all the 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. 3.18 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 with 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. 3.19 FEDERAL REGULATIONS**

Attachment 5 to the RFP covers the Federal Regulations. The contractor must comply with these provisions. See SEC. 7 Attachments.

### **SEC. 3.20 SERVICE LEVEL AGREEMENT**

Attachment 6 to the RFP covers the Service Level Agreement (SLA) performance standards and penalty implications for failing to meet the SLAs. See SEC. 7 Attachments.

### **SEC. 3.21 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for the purpose 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 includes:

Department's security assessment process and documents.

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 the 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. 3.22 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. 3.23 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.

## SEC. 3.24 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, attached in the fourth item in [SEC. 7. attachments](#).

## SEC. 3.25 TERMINATION AND SYSTEM OPERATION

If the contract is terminated, within 30 days prior to termination the contractor must provide the State all materials necessary for continued operation, including:

- Computer programs
- Data files
- User and operations manuals
- System and program documentation
- Training programs related to the operation and maintenance of the system

If the contractor has proprietary rights to any of the above materials, the State has one of two options:

1. the right to purchase the materials
2. the right to lease the materials

Either of these two options will require mutual good faith discussion and finalization of an agreement between the State and contractor prior to the contract termination date.

## 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, see [SEC 7.01 – DOH RFP Submittal Forms](#). 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 links or marketing information in the proposal or it may be removed by the procurement officer prior to the proposals being sent to the proposal evaluation committee (PEC).

**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 requirements for page limits below.

**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                 |
| <b>Submittal Form B – Experience and Qualifications</b>       | <b>10</b>           |
| <b>Submittal Form C – Understanding of the Project</b>        | <b>10</b>           |
| <b>Submittal Form D – Methodology Used for the Project</b>    | <b>10</b>           |
| <b>Submittal Form E – Project/Product Management Approach</b> | <b>10</b>           |
| Submittal Form F – Mandatory Requirements                     | N/A                 |
| Submittal Form G – Subcontractors                             | N/A                 |
| Submittal Form H – 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 the 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) Alaska preference qualifications.

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

#### SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must describe how they fully meet the mandatory requirements listed in [Submittal](#) Form F – Mandatory Requirements, and contract personnel criteria identified in [SEC. 3.16](#).

Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each identified key staff member who will work on the contract, please provide the following:

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

Offerors must provide information describing work completed of a similar scope and complexity. Please provide experience with similar technology software development, human-centered design, and continuous deployment methods.

The experience must include services satisfying the Centers for Medicare and Medicaid Services (CMS) rules to further improve the state's current risk posture to include:

- Successful security and privacy attestation services consisting of full development and successful completion of the state's Authority to Connect (ATC) package in accordance with CMS mandated timelines and requirements.
- Completion of the independent Security Assessment Workbook and Security Assessment Review (SAR) in the form and format required by the CMS.
- Successful production of the System Security Plan (SSP) and execution of the remediation Plan of Action and Milestone (POAM).
- Successful production of the Information System Risk Assessment (ISRA) based on CMS requirements and feedback.
- Successful production of the Administering Entity Security and Privacy Assessment Plan (SAP) in cooperation with the Exchange (FDSH) prior to launch of Independent Security and Privacy Control Assessment (SCA).

Offerors must demonstrate experience providing QA guidance of governmental technical system development project management within the agile development framework, focusing on outcomes-based analytics.

Offerors must demonstrate experience providing product management subject matter expertise.

Offerors must demonstrate experience providing project management stakeholder facilitation, analysis, and timely regulatory guidance.

Information about similar experiences and qualifications are included as part of your page limitation.

Provide a staffing approach that describes your understanding of the responsibilities and details the number or personnel by skill level/labor category needed to satisfy [SEC. 3.01 Scope of Work](#) as well as [SEC. 3.16 Contract Personnel](#).

At a minimum, in this section, provide:

- A description of your staffing methodology based on your understanding of the scope and project desired outcomes;
- A breakdown of labor categories, including the title, number of personnel, and hours; and
- A list of Key Personnel by name, title, contact information, proposed duties and roles, and resumes for each proposed Key Personnel in accordance with [SEC. 3.16 Contract Personnel](#). Resumes should include a description of the experience and capability for all Key Personnel proposed for the offeror's project team. Resumes should also address the individual's technical background, education, work experience, and accomplishments related to the activities described in this RFP. The proposal of any key personnel not currently employed by the offeror or teaming partners shall be accompanied by letters of intent signed by proposed Key Personnel.

The staffing approach is included as part of your page limitation; however, resumes and letters of intent or recommendations are not included in the page limitation.

Offerors must also provide references for similar projects 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 2025-1600-0375 – 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 cannot exceed the page limit, as described in [SEC. 4.02](#).

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

Offerors must succinctly describe their level of knowledge, technical expertise and overall understanding of the responsibilities as set forth in [SEC. 3: Scope of Work & Contract Information](#). This is also an opportunity to provide in your proposal any project and/or technical risks, as well as opportunities. This section must include your proposed plans to adhere to the expertise and knowledge necessary to complete the deliverables.

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

**SEC. 4.07 PROJECT MANAGEMENT APPROACH (SUBMITTAL FORM E)**

Offerors must succinctly describe their approach to the following areas of product management:

- Product Coordination – Describe how you will:
  - Manage the necessary coordination of the different stakeholder groups both within the state and within your teams.
  - Handle team communication, meeting scheduling, and day-to-day information sharing.
  - Plan to coordinate both the agile ceremonies needed for new work, as well as the support ticket process with the existing helpdesk team and systems.
- Risk Management – Discuss how the identification, classification, mitigation, and documentation of risks would be addressed.
- Issue Management – Discuss how issues will be identified, addressed, or escalated as needed.
- Testing – Describe your philosophy of testing, and how you would work with the state technical support teams to integrate into the shared CI/CD pipeline. Describe how you envision incorporating user testing.
- User Research Coordination – Describe an overview of your research process and how that will tie in with other delivery activities.

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

**SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)**

Offerors must complete and submit this Submittal Form.

**SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)**

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

## 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 [SEC. 5.03](#).
- 7) The procurement officer will calculate scores for cost proposals as set out in [SEC. 5.08](#) and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may prioritize the proposals, and the state may conduct interviews with the top-rated offerors.
- 9) The PEC will evaluate and score the interviews, and the procurement officer will compile the final scores.
- 10) The state may then conduct contract negotiations with the most advantageous 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 F) |           |

| Technical Criteria                  |                    | Weight |
|-------------------------------------|--------------------|--------|
| Experience and Qualifications       | (Submittal Form B) | 200    |
| Understanding of the Project        | (Submittal Form C) | 100    |
| Methodology Used for the Project    | (Submittal Form D) | 50     |
| Project/Product Management Approach | (Submittal Form E) | 50     |
| Interview –Key Personnel            |                    | 200    |
| Total                               |                    | 600    |

| Cost Criteria | Weight                 |
|---------------|------------------------|
| Cost Proposal | (Submittal Form G) 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<br>Member 1<br>Score | PEC<br>Member 2<br>Score | PEC<br>Member 3<br>Score | PEC<br>Member 4<br>Score | Combined<br>Total Score | Points<br>Awarded |
|------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|-------------------|
| <b>Offeror 1</b> | 10                       | 5                        | 5                        | 10                       | 30                      | 75                |
| <b>Offeror 2</b> | 5                        | 5                        | 5                        | 5                        | 20                      | 50                |
| <b>Offeror 3</b> | 10                       | 10                       | 10                       | 10                       | 40                      | 100               |

**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 AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.04, and the level of experience it demonstrates.

#### SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated based on how well they demonstrated their understanding of the project requirements and how well it will meet the State's needs.

#### SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated on the offeror's approach to:

- Level of knowledge
- Technical expertise
- Overall understanding of the requirements that they demonstrate for Section 4.06.

The State will also evaluate the offeror's skills with consulting on similar technology software development projects. Of special note is how well the proposed approach aligns with the [Department's Technical Strategy](#) and continuous deployment methods.

#### SEC. 5.07 PROJECT/PRODUCT MANAGEMENT APPROACH

This portion of the offeror's proposal will be evaluated based on how well they demonstrated their approach to project coordination, risk management, issue management, user testing, and user research coordination.

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

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

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

##### **Step 1**

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

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

##### **Step 2**

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

**Offeror #1 receives 400 points.**

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

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**

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

## SEC. 5.09 SHORTLISTING

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

## SEC. 5.10 INTERVIEWS OF KEY PERSONNEL

The state may conduct an individual interview with the primary project manager and a group interview with the key personnel members identified on 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. The interviews will be conducted remotely via Microsoft Teams. The procurement officer will facilitate the meeting invites to offerors who are selected for interviews.

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

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 scoring method described in [SEC. 5.03](#), and may have a group discussion prior to finalizing scores.

If an offeror is selected to participate in an interview, the procurement officer will notify the offeror of the date and time these will be scheduled. The state anticipates providing a minimum of one week's notice to the offerors that are selected for interviews, however the state does not guarantee a minimum or maximum amount of time for the notice.

## SEC. 5.11 COST REASONABLENESS

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

- If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state will proceed to invite the highest ranked offeror to contract negotiations.
- 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. 5.12 CONTRACT NEGOTIATION

**After final evaluation**, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals.

If the selected offeror:

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

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

## SEC. 5.13 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 selected for the award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 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 the Alaska Department of Revenue.

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

### SEC. 6.02 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 ([attachment #4](#)). 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. 6.03 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP in attachment #4. Similar to [SEC.6.02](#), any request to change language in this document must be set out in the offeror's proposal in a separate document.

## SEC. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

## SEC. 6.06 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. 6.07 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. 6.08 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

## SEC. 6.09 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. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and

- b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.

The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

## SEC. 6.11 ASSIGNMENT

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

## SEC. 6.12 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. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with [SEC. 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 the award of the 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. 6.14 SOLICITATION ADVERTISING

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

## SEC. 6.15 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 with 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. 6.16 CLARIFICATION OF OFFERS

**Prior to the contract negotiation period detailed in RFP [SEC. 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. 6.17 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP [SEC. 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. 6.18 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. 6.19 PROTEST

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

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

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

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

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

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

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

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

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

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

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Submittal Forms A – G
- 2) Submittal Form H – Cost Proposal
- 3) DOH IT Contractual Requirements
- 4) Standard Agreement Form - Appendix A-E
- 5) Federal Regulations
- 6) Service Level Agreement (SLA)
- 7) Reference Form