

STATE OF ALASKA REQUEST FOR PROPOSALS



LEGAL MATTER MANAGEMENT SYSTEM (LMMS)

RFP 2026-0300-0265

ISSUED APRIL 7, 2026

MODERNIZE THE CIVIL DIVISION'S LMMS BY IMPLEMENTING A SECURE, SCALABLE, CLOUD BASED SYSTEM TAILORED TO THE UNIQUE REQUIREMENT OF PUBLIC SECTOR LEGAL OPERATIONS—INCLUDING INTEGRATED TIMEKEEPING, BILLING, AND FINANCIAL MANAGEMENT CAPABILITIES.

ISSUED BY:

DEPARTMENT OF LAW
CIVIL DIVISION

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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 Alaska Department of Law, Civil Division, seeks to implement a secure, scalable, cloud-based Legal Matter Management System (LMMS) tailored to the operational needs of public-sector legal services. To support this effort, the Division requires an experienced Offeror to lead the modernization initiative, including full system replacement, extensive data migration, workflow redesign, enterprise-level integration, and long-term support across 19 sections and 2 specialized working groups.

SEC. 1.02 BUDGET

The Civil Division has allocated a total budget of \$8 million for the project.

Approval or continuation of any contract resulting from this RFP is contingent upon legislative appropriation. Proposals exceeding the allocated budget of \$8 million will be considered nonresponsive.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Standard Time on May 8th, 2026, as indicated by postmark or email received timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, the Offeror must complete **Submittal Form C** and provide sufficient evidence demonstrating that the Offeror meets or exceeds the following prior experience requirements:

- A minimum of 3 years of experience providing cloud-based systems to public-based entities with 289 plus active users.
- A minimum of 3 years' experience supporting enterprise-scale, cloud-based systems for at least 5 state or federal agencies, each with 289 or more active users.
- A minimum of 3 years of demonstrable experience migrating data from highly customized, interconnected LMMS platforms and designing, implementing, and operating enterprise-wide LMMS solutions for the public sector. Experience must include multiple full implementation cycles; support for task-based approval workflows; and direct responsibility for integrated financial workflows, including timekeeping, cost ingestion, rate-table logic, monthly pre-billing and billing processes, and matter-level financial reporting delivered as fully system-integrated capabilities.
- Experience migrating data from ProLaw is highly desirable.

An Offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered nonresponsive.

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 10 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 the Offeror’s proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions that seek confirmation of requirements already stated in Submittal Form A: State of Alaska, Department of Law, Civil Division Functional and Technical Requirements Matrix (Submittal Form A) or the Submittal Forms will be directed back to the published materials.

Two types of questions generally arise. Some may be answered by directing the questioner to a specific section of the RFP; these 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 determine the appropriate response.

PROCUREMENT OFFICER: **JED SMITH** – PHONE: **907-465-4337** – EMAIL: **JED.SMITH@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Proposals must be submitted via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **JED.SMITH@ALASKA.GOV** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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 **20 MB (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 MB, and each email must comply with the requirements described above.

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 with enough time to ensure the email is received by the deadline for receipt of proposals.

It is the Offeror’s responsibility to contact the issuing agency at **907-465-4337** 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 10 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 by the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State’s request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

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

After receiving 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 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 in Alaska Standard Time.

ACTIVITY	TIME	DATE
RFP Issued Date		April 7, 2026
Deadline for Written Questions		April 24, 2026
Deadline for Receipt of Proposals / Proposals Opened		May 8, 2026
Scheduled Demonstration (by invite only)		May 11–20, 2026
Notice of Intent to Award Issued		May 27, 2026
Contract Signed		June 10, 2026

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

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

No news releases related to this RFP will be made without prior approval of the Attorney General or the Attorney General’s designated representative.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The following narrative is provided for contextual and informational purposes only. It is intended to help offerors understand the environment in which the LMMS will operate and the factors that informed the State’s objectives. This narrative does not create or modify any requirements. All binding requirements appear in Section 3 and Submittal Form A.

Department of Law

The Department of Law is part of the executive branch of state government. The Attorney General, appointed by the Governor, serves as the principal executive officer and legal advisor to the Governor and state officials, prosecutes violations of state criminal law, and enforces consumer protection and unfair trade practices statutes. The Attorney General’s duties and authority are defined in Alaska Statute 44.23.020.

Civil Division

The Civil Division of the Alaska Department of Law provides comprehensive legal counsel to the executive branch in all civil matters. The Civil Division represents the State of Alaska in both defensive and affirmative civil litigation and advises the Governor, executive branch agencies, boards, and commissions. Upon request, the Civil Division also supports the legislative and judicial branches.

Core responsibilities include:

- Defending and prosecuting civil litigation involving the State.
- Providing legal advice and representation to executive branch entities.
- Reviewing administrative regulations proposed by executive agencies.
- Drafting legislation for introduction by the governor.
- Conducting legal review of all legislation prior to gubernatorial action.

Budget Components, Sections, and Workgroups

The Civil Division operates under 7 budget components and is comprised of 19 sections, 2 specialized working groups, and our tribal liaisons. These sections are distributed across 7 offices located in the communities of Juneau, Anchorage, Fairbanks, Bethel, Kenai, Nome, and Palmer. Each section is aligned with one of the Civil Division’s budget components as outlined below:

- **Budgetary Component:** Legal Support Services
 - Division Operations Manager
 - Case Management Workgroup
 - Internet Specialist

- Administrative Operations Manager
 - Paralegals
 - Legal Office Assistants
 - Administrative Staff
- **Budgetary Component: Government Services**
 - Professional Development and Public Service
 - Legislation, Regulations, and Legislative Research
 - Information and Project Support
- **Budgetary Component: Health, Safety, and Welfare**
 - Child Protection
 - Human Services
 - Regulatory Affairs and Public Advocacy
- **Budgetary Component: Labor, Business, and Corporations**
 - Public Corporations and Governmental Services
 - Commercial, Fair Business, and Child Support
 - Labor and State Affairs
 - Labor Relations
- **Budgetary Component: Resource Development and Infrastructure**
 - Natural Resources
 - Oil and Gas
 - Environmental
 - Transportation
- **Budgetary Component: Civil Defense Litigation**
 - Torts
 - Workers' Compensation
 - Corrections Litigation
- **Budgetary Component: Special Litigation and Appeals**
 - Opinions, Appeals, and Ethics
 - Tribal Liaison
 - Special Litigation
 - Consumer Protection Workgroup

Civil Division Personnel

As of this writing, the Civil Division is comprised of 289 staff, including 148 attorneys, 55 paralegals, 9 fiscal staff, 2 IT professionals, 53 administrative and legal support staff members, 1 chief consumer

protection investigator, 3 consumer protection investigators, 1 labor relations manager, 4 labor relations analysts, 4 public advocate utility analysts, and 9 accounting and fiscal staff.

The Division includes a mix of full-time, fully remote, and partially remote personnel, ensuring flexibility while maintaining operational effectiveness.

In addition, the Division supervises 10–25 interns during a 10-week summer program, and 1–3 legal externs during the spring and fall semesters for periods of 3 to 4 months.

Funding for the Division

The Civil Division operates within a multifaceted funding structure supported by appropriations from the Alaska State Legislature. These include General Fund allocations, interagency receipts administered through Reimbursable Services Agreements (RSAs), and other specialized funding sources. Each professional section within the Civil Division maintains its own funding profile, which must be accurately reflected in the system to ensure proper resource alignment.

A core principle in calculating the Civil Division’s legal services rates is the allocation of allowable direct and indirect costs divided by billable hours. This methodology ensures rates that are equitable, transparent, and aligned with actual resource utilization.

The integrity of this model relies on rigorous timekeeping and precise allocation of case-related fees and costs to individual matters. Misallocations—particularly involving RSAs—can lead to funding shortfalls, reporting inaccuracies, and reduced financial transparency.

RSAs define the scope of legal services provided to client agencies and establish the related budgetary provisions. Each matter is tied to a designated funding source, with financial data automatically populated across multiple reporting fields within the LMMS. Timekeepers record hours against designated matters, while cost data is extracted from the State’s Integrated Resource Information System (IRIS) and imported into a third-party application. Within that application, fees and costs are validated against predefined criteria. Once validated, billing is executed, and the approved costs and statement information are posted to the current LMMS.

This data generates billing statements for each client agency and their associated funding streams and populates the LMMS to support accurate matter-level financial tracking and reporting.

Given the diversity and complexity of funding sources and profiles, the Civil Division’s operational sustainability requires disciplined fiscal oversight, including:

- Accurate matters-to-funding alignment.
- Systematic validation of billing data.
- Timely pre-billing and billing cycles.
- Proper cost allocation.
- Full integration of professional- and section-level funding profiles in the system.
- Detailed reporting.

Administrative Services Division (ASD)

The Administrative Services Division (ASD) of the Alaska Department of Law, located in Juneau and Anchorage, provides the administrative infrastructure that enables the Civil Division to deliver legal services to state agencies. ASD maintains the Civil Division’s operational integrity through centralized functions including timekeeping, billing, financial management, procurement, IT support, and contract administration.

Within ASD, the Timekeeping, Billing, and RSA Units manage the Civil Division’s monthly billing and reconciliation cycle for legal services and related case costs.

Core responsibilities include:

- Ensuring the fiscal accuracy of the Civil Division’s timekeeping system.
- Establishing RSAs with client agencies.
- Reconciling timekeeping discrepancies and generating monthly billing to client agencies.
- Uploading and validating monthly cost data from the State’s Integrated Resource Information System (IRIS).
- Preparing detailed cost and fee billing statements and other fee and cost reports.

Current State

Since 2006, the Civil Division’s LMMS has operated as an on-premises system distributed across three servers in three cities, with data replicated between them. This legacy environment has supported matter management and timekeeping needs for many years. To accommodate the Division’s diverse practice areas, the system has been heavily customized through tailored tabs, document templates, docketing events, complex reports, and other workarounds built to meet unique operational requirements. These features rely on a wide array of SQL stored procedures, triggers, and user-defined functions that deliver targeted functionality aligned with complex workflows and automation requests.

Over time, however, the system’s limitations have become increasingly apparent. It no longer meets evolving operational needs or the State’s shift toward modern, secure, cloud-based technologies. Extensive manual data entry, limited validation, and the absence of true matter and task workflows have created inefficiencies and increased the risk of reporting inaccuracies. Most significantly, the lack of integration with the State’s accounting platform has made it difficult to synchronize case costs, financial data, and reconciliations, resulting in delays, data mismatches, and redundant manual processes.

Productivity is further hindered by limited interoperability with other State applications and a non-intuitive interface that complicates navigation and information retrieval. Maintaining the multi-server, replicated environment also requires technical expertise the Division does not have internally, meaning even small updates depend on outside support. Combined with the cost and administrative burden of legacy remote-access infrastructure, the environment has become increasingly unsustainable.

Ideal State

The Civil Division envisions a secure, cloud-based LMMS that modernizes current capabilities and delivers comprehensive, integrated functionality across matter management, contacts, Reimbursable Services Agreement (RSA) oversight, contract tracking, collection activities, timekeeping, pre-billing, billing, and both professional and financial management operations.

The LMMS supports precise, auditable, and automated workflows for accurate time entry, reliable cost ingestion, and consistent monthly pre-billing and billing cycles—enabling cost recovery, RSA stewardship, and clear financial reporting. It follows the full lifecycle of a legal matter—from initial consultation through litigation, appeals, and final resolution—while offering intuitive dashboards, intelligent workflow automation, and robust reporting.

To reduce friction in daily work, the LMMS operates seamlessly with familiar Microsoft Office 365 applications (Outlook, Word, Excel, OneNote, PowerPoint). Users can launch legal templates, draft documents, analyze data, and prepare presentations within the LMMS, minimizing context switching and maintaining consistency across platforms. Embedded tools streamline document workflows, improve collaboration, and accelerate service delivery.

Automation streamlines repetitive tasks, reduces manual entry, and improves data accuracy through validations. Task workflows include approval routing and role-based access so only authorized users make changes. Security and accountability are reinforced through encryption, audit trails, and section-level permissions.

Records governance is supported by configurable mechanisms for lawful deletion, disposition, and retention aligned with the State of Alaska, Department of Law, Civil Division Records Retention and Disposition Schedule (Attachment 4). Automated and manual deletion workflows preserve auditability of disposition actions and are future-ready for updates to retention schedules without redevelopment or custom coding.

Granular access controls—based on user role, section membership, and legal practice area—uphold ethical walls, protect client confidentiality, and support compliance with legal and regulatory standards. Access to sensitive information aligns with defined responsibilities and legal boundaries, reinforcing integrity, transparency, and professional responsibility.

The LMMS integrates with the State’s Integrated Resource Information System (IRIS) for accounting, financial, procurement, payroll, and HR functions, and with other critical systems, including the Alaska Court System’s TrueFiling platform (Attachment 5) and third-party platforms such as Jotform and Adobe. These connections enable real-time data exchange, reduce manual processes, and streamline

ingestion of case-related, financial, and intake data for accurate, matter-level reporting. Consistent terminology throughout the LMMS promotes alignment, clarity, and efficiency.

A modern, user-friendly interface provides customizable dashboards, simplified data entry, and powerful search and filter capabilities. Integrated validation and approval mechanisms support accurate monthly pre-billing and final billing and reliable financial reporting. Accessibility is embedded from the outset, following WCAG 2.2 AA (or successor) standards with screen reader compatibility, keyboard navigation, and adjustable visual settings.

Secure external portals serve as interfaces for public submissions—such as Consumer Complaints and Alaska Public Records Act requests—and for document exchange with client agencies. Portals support multilingual access, role-based permissions, and self-service features that enable direct, traceable, policy-aligned interactions. They also auto-populate matter creation based on submission type and content, including custom tabs and metadata, to minimize manual entry, reduce intake errors, and accelerate case triage and assignment.

Full mobile responsiveness and offline functionality allow staff to securely access, update, and manage matters from any location, including low-connectivity or field environments—supporting operational continuity and responsiveness.

With an emphasis on intuitive design, embedded guidance, and streamlined workflows, the LMMS reduces training burden on limited staff. By pairing modern technology with established operational practices, this future-state LMMS empowers staff, enhances service delivery, and advances the Civil Division’s mission with greater efficiency, agility, and insight.

Goals

- **Modernize Legal Technology Infrastructure**
Transition from a legacy, on-premises system to a secure, cloud-based LMMS that is sustainable, integrates with statewide systems, and can evolve with future legal, financial, operational, and technological needs.
- **Boost Operational Efficiency and User Experience**
Use intelligent automation to streamline workflows, reduce manual entry, and improve data quality through validations and role-aware workflows. Provide intuitive, role/section/practice-based interfaces with seamless navigation across matters, contacts, documents, and timekeeping—supported by smart linking, personalized dashboards, predictive suggestions, and responsive design.
- **Strengthen Data Security and Ethical Compliance**
Apply granular access controls by role, section, and practice area with automated and

user-defined categorization (e.g., PII, PHI under HIPAA, CJIS) to uphold ethical walls, protect sensitive information, and support compliance.

- **Advance Financial Accuracy and Workload Transparency**
Support accurate time and cost ingestion, comprehensive RSA and budget tracking, and reliable pre-billing/billing cycles. Enable authorized adjustments, cost imports, and direct integration with source systems. Automate validations, reminders, and reconciliations, with real-time visibility into billable/non-billable work aligned to RSAs, appropriations, and contractual commitments. Provide drill-down reporting and analytics for audit readiness, fiscal accountability, and data-driven decisions.
- **Enhance Litigation Support and Case Management**
Equip teams to manage complex litigation workflows (pleadings, discovery, motions, trial prep), track deadlines, appearances, and filings, and integrate calendaring, document management, and timekeeping for accurate billing, workload balance, and procedural compliance. Ensure litigation data is easily searchable and reportable for planning and performance evaluation.
- **Support Advice-Focused Professionals**
Provide a dedicated experience for advice matters, enabling efficient logging, categorization, and retrieval of prior legal advice. Use robust search and tagging to quickly surface relevant guidance, strengthening consistency, institutional memory, succession planning, and knowledge transfer.
- **Enhance Reporting, Forecasting, and Decision-Making**
Deliver dynamic, role-based reporting with actionable insights on operations, workload distribution, section-level and practice-specific metrics, individual performance, and compliance trends. Include tools for financial projections and forecasting, plus customizable dashboards, scheduled reports, and real-time analytics.
- **Improve Financial and HR Transparency via IRIS Integration**
Integrate with the State’s Integrated Resource Information System (IRIS) for professional and real-time financial data exchange, automated reconciliations, and matter-level cost tracking.
- **Increase Reliability and Automation in Pre-Billing/Billing**
Streamline pre-billing and billing with automated validations, reconciliations, and approvals to reduce manual steps and deliver prompt, accurate, transparent cycles.
- **Strengthen RSA and Outside Contract Tracking**
Improve tracking and management of RSAs and outside contracts to ensure billable work aligns with funding sources, contractual obligations, and reporting requirements.

- **Expand Access and Usability**
Provide a modern, intuitive UI with accessibility features and mobile/offline functionality to support inclusive, responsive service delivery.
- **Empower External Engagement and Streamline Intake**
Offer secure, self-service external portals for public submissions, document exchange, and auto-populated matter creation—reducing intake friction and improving responsiveness.
- **Enable Efficient Search and Knowledge Retrieval**
Provide robust search to quickly locate prior legal advice, documentation, and key matter/contact data—supporting institutional knowledge retention, informed decisions, and effective succession planning beyond staff transitions.
- **Minimize Training Burden and Maximize Adoption**
Emphasize embedded guidance, intuitive workflows, and low complexity to support rapid onboarding and reduce reliance on external support

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

This section outlines the system requirements that the Selected Offeror must meet for the Civil Division’s LMMS. To help Offerors understand the structure of the requirements, Section 3 describes the work the Selected Offeror must perform, while all specific functional, technical, and nonfunctional requirements are provided exclusively in Submittal Form A and must be completed by all Offerors.

From the outset, the LMMS must be designed to proactively address existing limitations and deficiencies, with built-in flexibility to expand functionality over the life of the contract.

To ensure long-term success, the Selected Offeror is responsible for delivering an LMMS in which all components function cohesively and sustainably. The Selected Offeror must deliver a fully operational LMMS that meets all requirements in Submittal Form A. The system must function cohesively and sustainably across all components and must match or exceed the capabilities of the legacy LMMS to ensure long-term operational success.

In addition to initial delivery, the Selected Offeror must consistently provide and maintain all required services throughout the entire term of the agreement. The scope of services described in this section is intended to support the Civil Division’s ideal future state for the LMMS, as well as the goals and objectives defined in this document.

While this scope serves as a foundation for proposal development, Offerors are encouraged to propose additional services that further advance the Civil Division’s objectives. This flexibility allows Offerors to present innovative approaches that enhance the LMMS and strengthen long-term program success.

To support effective planning and execution, the Civil Division anticipates that the project will begin after contract signing and will be completed within a 5-year timeframe.

SEC. 3.02 REQUIREMENTS

To ensure the Civil Division selects an LMMS capable of meeting statewide, operational and financial needs, this RFP includes a comprehensive set of functional and technical requirements (Submittal Form A) that all Offerors must address. These requirements form a core component of the Civil Division’s evaluation process and will be use access each proposed system’s fit, configurability, and alignment with the Division’s long-term goals.

- 1) To demonstrate how their proposed system satisfied these requirements, each Offeror must complete the All-Requirements worksheet of Attachment 6, State of Alaska, Department of Law, Civil Division Functional and Technical Requirements Matrix,
- 2) Offerors must provide responses in all designated fields to ensure a complete evaluation of system capabilities, configuration needs, and overall suitability. Specifically, Offerors must

complete the **Offeror’s Response, Delivery Method, and Gap / Comments** columns in the All-Requirements Matrix.

To ensure consistency across all submissions, Offerors must assign one of the following response values:

- Fully Meets
- Partially Meets
- Does Not Meet
- Future Roadmap
- Not applicable

In addition, Offerors must indicate how the requirement is met. Acceptable delivery method descriptions include:

- Standard Configuration
- Workflow/Rules
- Report/Dashboard
- Integration
- Custom Development
- Third-Party Component
- Process/Service

Following proposal submission, the Civil Division will evaluate responses using the Eval Score (0-5) fields. The matrix will automatically calculate each requirement’s Weighted Score, Max Score, and Fit Percentage.

All requirement designated as “Demo Priority = Required” in Submittal Form A must be fully demonstrated by the Selected Offeror during the presentation required under SEC. 4.10 MANDATORY OFFEROR DEMONSTRATION.

If there is any conflict between this narrative and Submittal Form A the requirements matrix governs.

SEC. 3.03 TECHNICAL REQUIREMENTS

All technical requirements—including performance, security, scalability, accessibility, usability, integration, configuration, reporting, availability, auditing, and system administration expectations—are contained exclusively in Submittal Form A. Offerors must review and complete all applicable fields within Submittal Form A in accordance with the instructions provided in Sec. 3.02 and Section 4 of this RFP.

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

It is the Civil Division’s expectation that the LMMS will be fully implemented within 5 years following contract approval by the Attorney General or by the Attorney General’s designee.

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 must remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.05 DELIVERABLES

The Selected Offeror is required to develop a comprehensive implementation plan that clearly outlines timelines, milestones, phases, modules, assumptions, requirements, dependencies, and explanations for the Civil Division. The plan must also identify opportunities to leverage internal Civil Division resources to support a part of the implementation work, minimizing reliance on external support wherever feasible.

The final implementation plan must be submitted to the Civil Division no later than 90 calendar days after the contract’s approval.

Implementation Plan**(i) Scoping and Collaboration**

The Selected Offeror must provide comprehensive support across all phases of the LMMS implementation, beginning with initial scoping and continuing through system development, data migration, testing, and post-implementation. This includes a collaborative planning phase with the Civil Division’s management and project leads at the outset, as well as sustained engagement throughout the project lifecycle. The Offeror will be expected to work closely with legal, technical, accounting/fiscal, and administrative sections to ensure alignment, continuity, and a smooth transition.

Throughout the development process, the Selected Offeror will partner with the Civil Division’s project leads to iteratively refine system requirements, gather feedback, and tailor functionalities to meet the operational needs of management and various practice areas. This collaboration will include the creation of prototypes, facilitation of testing cycles, and support for user validation to ensure the system meets both technical specifications and business objectives.

Acceptance Criteria:

The Scoping and Collaboration Deliverable will be accepted only when the Selected Offeror has:

- A complete initial scoping phase is conducted with project leads and management, and the resulting scope documentation is reviewed and approved by the Civil Division.
- A collaborative project plan is developed and maintained, reflecting agreed-upon timelines, workflows, dependencies, and responsibilities.

- The Selected Offeror consistently engages with legal, technical, fiscal, and administrative sections throughout the project, and participation is documented in project records.
- System requirements are iteratively refined in partnership with project leads, and requirement updates are documented, traceable, and approved prior to development.
- Prototypes or design previews are delivered as scheduled and incorporate Civil Division feedback before advancing to development.
- Testing cycles (unit, system, UAT) are planned, executed, and documented with issue logs, resolutions, and retest results.
- User validation confirms that delivered functionality meets documented technical specifications and operational requirements.
- Communication is timely, accurate, and consistent, with status updates provided at the frequency agreed upon by the Civil Division.

(ii) Proposed Project Plan and Timeline Overview

The Civil Division anticipates that implementation of the LMMS will require a comprehensive, multi-phase effort. The following illustrative timeline is provided to assist Offerors in developing their implementation strategy. Offerors may propose alternate sequencing, methodology, or resourcing approaches that achieve the required objectives within the five-year project period. Any such alternatives must be supported by demonstrated implementation experience and must ensure timely, cost-effective, and high-quality delivery.

Final timelines, milestones, and phase durations will be established during contract negotiations. Adjustments will be based on the Selected Offeror’s proposed methodology; resource availability; integration and data-migration requirements; and other operational considerations. The Civil Division recognizes that the scope of work—including configuration, workflow development, data migration, integrations, financial processes, testing, training, and statewide deployment—necessitates flexibility. Phases may proceed concurrently or be reordered where appropriate, provided that project dependencies are maintained and risks are jointly managed.

Implementation will require coordination among multiple State entities, including the Administrative Services Division and the Office of Information Technology. The Selected Offeror will be responsible for working with these stakeholders to confirm resourcing, environment availability, security activities, legacy-system access, and integration readiness. This coordination is intended to ensure that the finalized timeline is realistic and aligned with statewide operational capacity.

Upon finalization of the implementation sequence, the Selected Offeror will collaborate with the Civil Division to refine scope, confirm phase-level deliverables, and maintain consensus regarding timeline assumptions. This process shall support accurate planning, proactive risk management, and consistent project communication.

Illustrative Timeline:

- **Project Initiation and Governance – 5 Weeks:** Establish project charter, governance structures, stakeholder alignment, and risk/compliance planning; provision necessary State email accounts.
- **Core System Configuration – 10 Weeks:** Configure core LMMS functionality, including matters, contacts, collections, payment plans, calendaring, templates, custom tabs, and time-entry automation.
- **System Architecture and Security Design – 9 Weeks:** Define system architecture, access controls, audit trails, encryption, and retention requirements; develop documentation required for the State’s security plan.
- **Section and Work Group Requirements – 20 Weeks:** Conduct detailed requirements sessions across legal, fiscal, administrative, and management functions.
- **Legacy Data Assessment – 5 Weeks:** Evaluate legacy data; determine mapping, cleansing, and validation strategies.
- **Phased Data Migration – 12 Weeks:** Execute phased migrations; perform validation, reconciliation, and obtain user acceptance.
- **IRIS Integration and Financial Processes – 65 Weeks:** Assess billing and timekeeping structures; design IRIS integration or ingestion methodology; define validation rules; develop required billing and financial reporting.
- **Document Template Development – 7 Weeks:** Develop templates and integrate with Microsoft Word and Excel 365; implement version-control processes.
- **Docket Event Design – 6 Weeks:** Define event types, rules, deadlines, notifications, and Outlook 365 integration.
- **Microsoft 365 Integration – 6 Weeks:** Integrate LMMS with Outlook, Teams, Word, Excel, and OneDrive.
- **Additional Integrations – 12 Weeks:** Build APIs for court calendars, filings, and docket updates, including Alaska Court System and TrueFiling integrations.
- **Custom Development and Automation – 12 Weeks:** Implement custom functionality and automations supporting program areas.
- **Reporting and Metrics – 12 Weeks:** Develop standardized reports and metrics, including legislative, regulatory, workload, and program-specific outputs.
- **Functional, Integration, and Security Testing – 7 Weeks:** Conduct full testing cycles across workflows, templates, financial components, and compliance requirements.
- **System Security Plan Completion – 2 Weeks:** Finalize required security documentation.
- **Training and Change Management – 10 Weeks:** Deliver role-based training to approximately 300 users; establish helpdesk processes; support system adoption.
- **User Acceptance Testing – 10 Weeks:** Conduct scenario-based testing across all roles and sections.

- **Go-Live Preparation – 4 Weeks:** Complete cutover readiness, communications, and contingency planning activities.
- **Go-Live and Hypercare – 4 Weeks:** Provide post-implementation support, issue resolution, and performance monitoring.
- **Post-Implementation Review – 4 Weeks:** Conduct lessons-learned assessment and develop enhancement roadmap.
- **Audit Assistance – 4 Weeks:** Provide support for audit-related activities as needed.

Acceptance Criteria

The Proposed Project Plan and Timeline Overview Deliverable will be accepted only when the Selected Offeror has:

- Include a comprehensive, detailed implementation timeline with phase descriptions, dependencies, staffing assignments, and milestone dates.
- Demonstrate the ability to complete the LMMS implementation within the five-year project window.
- Provide justification for any proposed alternative sequencing or phasing, demonstrating how objectives, capacity requirements, and dependencies will be satisfied.
- Reflect realistic resource planning and identify required participation from the Civil Division, Administrative Services Division, and the Office of Information Technology.
- Incorporate all required project components, including configuration, workflow development, data migration, integrations, testing, training, security activities, financial processes, and statewide deployment.
- Be finalized in collaboration with Civil Division leadership during contract negotiations.
- Be maintained and updated through standard project-management communication practices, including status reports, change-control requests, and governance meetings.
- Ensure that any modifications during implementation follow formal change-control procedures and receive written approval from the Civil Division.

(iii) Project, Governance, and Staffing

The Selected Offeror must establish a comprehensive project management and staffing structure that supports all phases of the LMMS implementation, including system development, data migration, testing, deployment, and ongoing operations. This structure must include a dedicated System Project Manager, an appropriately staffed project team, and coordinated collaboration with the Civil Division’s designated project lead and back-up project lead.

To ensure clear governance and effective communication, the Selected Offeror will assign a System Project Manager who will serve as the primary liaison with the Civil Division. The Civil Division will

identify both a project lead and a back-up project lead, and these individuals will work closely with the System Project Manager to ensure alignment throughout planning, execution, and decision-making.

The System Project Manager will provide overall leadership for the LMMS project, directing planning, scheduling, coordination across stakeholders, and management of project activities through each implementation phase. The System Project Manager will maintain comprehensive project documentation and coordinate communication to ensure the project progresses according to established goals and timelines.

In collaboration with Civil Division leadership and practice areas, the System Project Manager will guide the definition of workflows, configuration requirements, security structures, and system components. The Manager will oversee the development and validation of system configurations, workflows, and customizations, ensuring that all components meet functional and technical expectations and reflect the operational needs of the Civil Division.

The Selected Offeror will plan and implement knowledge-transfer efforts to prepare Civil Division system administrators for long-term system operations. These activities will include the development of supporting documentation, reference materials, and hands-on training opportunities. The System Project Manager will also coordinate project communications with Civil Division leadership and participate in scheduled project management meetings.

The Selected Offeror will support all data-related aspects of the LMMS implementation, including preparation, conversion, validation, and migration of legacy data. This support includes coordinating testing and pilot activities and ensuring system readiness for deployment. If the performance or responsiveness of the System Project Manager does not meet expectations, the Civil Division may request a replacement.

Beyond the System Project Manager, the Selected Offeror will furnish a qualified project team with expertise in system design, data migration, system architecture, application development, and public-sector legal operations. This team will perform the work necessary to design, develop, enhance, and sustain the LMMS, provide technical support, and assist with issue resolution throughout the duration of the contract.

The Civil Division's project lead and back-up project lead will coordinate access to subject-matter experts, oversee the provision of necessary system and data access, facilitate testing and training participation, review project deliverables, and engage in joint planning activities with the System Project Manager to ensure consistent alignment with Division needs.

Throughout the contract, the Selected Offeror must provide the resources required to support ongoing system growth, future enhancements, and performance optimization. Continued collaboration with Civil

Division leadership and project leads will be essential to ensuring that the LMMS evolves in step with operational requirements.

Acceptance Criteria:

The Project, Governance, and Staffing Deliverable will be accepted only when the Selected Offeror has:

- A dedicated System Project Manager and qualified project team are assigned, vetted, and approved in writing by the Civil Division.
- All staffing assignments remain stable, and any proposed changes are submitted in advance with resumes and justification for Civil Division approval.
- The System Project Manager demonstrates expertise in project management, system development, workflow design, public-sector legal operations, and data migration through documented qualifications or interviews.
- A project management plan—including timelines, milestones, communication structure, risk management, and change-control procedures—is submitted and approved by the Civil Division.
- Required project management artifacts (risk logs, decision logs, change logs, schedules, status reports) are maintained, current, and accessible to the Civil Division.
- Monthly project summary reports and all required OMB-related updates are delivered accurately and on schedule.
- Bi-weekly project status meetings occur as scheduled, and meeting documentation (notes, action items, decisions) is delivered within agreed timeframes.
- Workflows, configurations, and system components are built, tested, and validated collaboratively, and receive formal written approval from Civil Division stakeholders.
- Knowledge-transfer activities for system administrators are completed, documented, and validated by the Civil Division as adequate for operational readiness.
- End-user and administrator support requests are resolved within agreed-upon service levels and documented through support logs.
- No system changes, deliverables, or configurations are implemented without written approval from the Civil Division project leads.
- The Selected Offeror consistently provides necessary technical resources for enhancements, upgrades, and long-term scalability throughout the contract term.
- All legacy data-related responsibilities performed by the SPM and project team (preparation, validation, testing coordination, migration oversight) meet established accuracy and completeness standards.

- Collaboration between the System Project Manager, Civil Division project leads, section managers, and practice areas is consistent, documented, and results in requirements that reflect Civil Division operational needs.

(iv) Cloud-Based System Development

The proposed cloud-based LMMS must address all functional and technical requirements outlined in this Submittal Form A. In addition, the Selected Offeror must ensure that the system supports effective project management practices throughout the implementation cycle. This includes clear documentation, milestone tracking, risk management, and coordination with the Civil Division’s project leads to ensure smooth and efficient deployment.

Acceptance Criteria

The Closed-Based System Development Deliverable will be accepted only when the Selected Offeror has:

- The implemented LMMS meets all functional and technical requirements documented in Submittal Form A and passes formal review and approval by the Civil Division.
- System design, configuration, and development deliverables are documented, current, and accessible to the Civil Division throughout the project.
- Milestones are completed on schedule, and milestone documentation (including progress updates, decisions, and outcomes) is provided and approved by the Civil Division.
- Identified risks are logged, monitored, and mitigated, with documented updates provided at intervals agreed upon with project leads.
- The Civil Division receives timely and accurate coordination, with issues and questions addressed within established response timeframes.
- System deployment occurs without unplanned service interruptions, and deployment activities are validated by the Civil Division as functioning according to specifications.
- All required project management artifacts—including schedules, risk registers, design documents, configuration records, and change logs—are delivered, complete, and approved by the Civil Division.

(v) Hosting and Licensing

The Selected Offeror shall provide cloud-based data hosting and licensing services for the full duration of the contract. The solution must deliver secure, scalable infrastructure; high availability; strong data-security controls; compliance with applicable data-protection requirements; disaster-recovery capabilities; and ongoing technical support, monitoring, and maintenance.

The Selected Offeror must also provide a licensing structure that supports approximately 280 active Civil Division users with flexibility for future expansion. Licensing shall include options for named and concurrent users to support cost-effective access based on functional needs and shall encompass support, maintenance, updates, and upgrades throughout the contract term.

Acceptance Criteria

The Hosting and Licensing Deliverable will be accepted only when the Selected Offeror has:

- A complete technical description of the proposed cloud hosting environment, including security controls, availability commitments, data-handling procedures, and scalability capabilities.
- Documentation demonstrating compliance with all applicable data-protection, privacy, and security laws and standards.
- Defined uptime and service-level commitments, including metrics, monitoring methods, and reporting procedures.
- A documented disaster recovery and backup strategy, including RTO, RPO, testing procedures, and restoration workflows.
- A licensing structure that supports approximately 280 active users with the ability to expand, including both named and concurrent license options.
- Inclusion of ongoing maintenance, updates, upgrades, and end-user support as part of the licensing agreement.
- Demonstrated capability to provide continuous technical support and system monitoring for the full contract term.
- Written confirmation that all services, including hosting, support, and licensing, will remain available and fully functional for the duration of the contract

(vi) Role-Based Access Control, Permissions and Security Framework

The Selected Offeror's system must provide a comprehensive, flexible, and scalable security framework that enables precise, role-based control of user access and permissions across all modules and data elements. The system must support robust administrative capabilities for defining and managing security designations, access groups, and permission structures that reflect the Civil Division's organizational roles and workflows.

The security model must allow system administrators to configure access to functionality, data visibility, and permitted actions at a granular level, ensuring users interact only with information and tools appropriate to their responsibilities. The system must support dynamic enforcement of access rules based on matter-level and contact-level classifications, and it must incorporate conflict-screening protections, ethical-wall enforcement mechanisms, and section- or practice-based access restrictions. The system must also apply security controls automatically based on selected data elements and classifications within the system.

Additionally, the system must support configurable security inheritance, explicit denials, item-level protections, view-only modes, clear indicators when information is restricted, and full audit logging of access attempts and permission-related actions to meet oversight and compliance needs.

Acceptance Criteria

The Role-Based Access Control, Permissions, and Security Framework Deliverable will be accepted only when the Selected Offeror has:

- A fully documented role-based security model supporting the Civil Division’s security designations and access tiers.
- Administrative tools that allow configuration of security groups, permissions, and inheritance rules without vendor intervention.
- Ability to enforce granular visibility and action-level permissions across matters, contacts, documents, financial data, and all system components.
- Support for dynamic security logic triggered by matter or contact designations and other sensitive data attributes.
- Integrated conflict-screening capabilities—including user self-reporting, screening workflows, and ethical wall enforcement.
- Configurable security inheritance with the ability to override or explicitly deny access at any level.
- Item-level access controls, view-only permissions, and visible indicators when information is restricted.
- Protections prevent users from deleting or modifying another user’s work product unless expressly permitted.
- Comprehensive audit logging of access attempts, permission changes, and administrative overrides, with reporting capabilities for compliance and auditing.

(vii) Security

The Selected Offeror must comply with all applicable State and Federal laws, regulations, and administrative guidance and must adhere to all policies, standards, and procedures established by the Office of Information Technology (OIT). The system should preferably operate within a FedRAMP Moderate or High, GovRAMP, or equivalent environment to ensure a strong security and compliance posture.

The Selected Offeror must ensure that subcontractors handling sensitive information follow the same security and confidentiality requirements. The Proposed System must utilize modern technologies and industry-standard security protocols to safeguard protected health information (PHI), personally identifiable information (PII), and other regulated data. A State-approved HIPAA Business Associate Agreement must be executed.

Security protections must support the confidentiality, integrity, and availability of all information throughout its lifecycle, including creation, processing, transmission, storage, and disposal. The Selected Offeror must provide secure backup, storage, and transmission of electronic and hard-copy data and must protect against intrusions, unauthorized access, and other threats. No information may be disclosed without written authorization from the Civil Division.

The Selected Offeror must notify the Civil Division immediately if a breach or suspected breach occurs, including incidents involving subcontractors. The Selected Offeror must maintain and provide, upon request, up-to-date confidentiality and security documentation relevant to the services delivered under this RFP, including policies governing subcontractor work.

The Selected Offeror must maintain adequately trained staff capable of supporting system operations, stakeholder inquiries, and confidentiality requirements. The Civil Division reserves the right to conduct periodic risk assessments.

The Selected Offeror must collaborate with project leads to prepare a comprehensive technical architecture document and an OIT-compliant System Security Plan (SSP), following current OIT guidance and timelines. The Civil Division and OIT may request clarifications or updates to architectural or security documentation as needed.

The system must support offline functionality that synchronizes automatically once connectivity is restored and applies the same security protections as online functions. All system data must remain within the United States, and proposals must specify primary and backup data center locations. The system must provide separate, nonintrusive environments for development, testing, and training. The solution must support secure user authentication through integration with Microsoft Entra ID, including single sign-on and multi-factor authentication.

Acceptance Criteria

The Security Incident Response Deliverable will be accepted only when the Selected Offeror has:

- Documented compliance with all applicable State and Federal security, privacy, and regulatory requirements.
- Full adherence to OIT policies, standards, and security procedures, including future updates.
- Demonstrated adherence to the same security requirements by all subcontractors involved in the handling of sensitive data.
- Use of modern, industry-standard security protocols capable of protecting PHI, PII, and regulated data, including HIPAA and CJIS requirements.
- Execution of the State-approved HIPAA Business Associate Agreement.

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- Safeguards ensuring confidentiality, integrity, and availability of all data throughout its lifecycle, including protection against intrusions and unauthorized access.
 - Secure backup, storage, and transmission methods for hard-copy and electronic information.
 - Written prohibition on disclosure of information without Civil Division authorization.
 - Immediate notification to the Civil Division of any actual or suspected data breach, including those involving subcontractors.
 - Availability of current data-confidentiality and security documentation upon request, including materials applicable to subcontractor work.
 - Adequately trained staff capable of supporting system security, confidentiality practices, and operational requirements.
 - Development and submission of an OIT-compliant System Security Plan and technical architecture document within required timeframes.
 - Support for secure offline functionality that synchronizes automatically and maintains full security requirements.
 - Data residency exclusively within the United States with identification of primary and backup data center locations.
 - Separate, nonintrusive development, testing, and training environments.
 - Secure integration with Microsoft Entra ID supporting single sign-on and multi-factor authentication.

(viii) Data Ownership and Portability

The Selected Offeror must ensure that the Civil Division retains sole ownership, control, and unrestricted use of all data and records stored within the LMMS.

Acceptance Criteria

The Data Ownership and Portability Deliverable will be accepted only when the Selected Offeror has:

- All Civil Division data stored within the LMMS is fully accessible to the Civil Division at all times during the contract.
- Data export tools or services function as required and generate complete, accurate exports in structured, non-proprietary formats (such as CSV or XML) upon request.
- All requested data exports are delivered at no additional cost and within the timeframes agreed upon with project leads.
- Exported data is validated by the Civil Division as usable, readable, and complete before any access restrictions or decommissioning activities occur.
- The Selected Offeror maintains uninterrupted access for the Civil Division to all LMMS data until the Civil Division confirms that migration or export activities are fully complete.

- All data-ownership terms are adhered to without exception, with no proprietary restrictions, licensing limitations, or technical barriers that prevent the Civil Division’s full use, retention, or transfer of its data.

(ix) Legacy System Migration

The Selected Offeror must provide a complete, secure, and verifiable end-to-end legacy-data migration for the Civil Division’s LMMS. The Selected Offeror is responsible for the assessment, clean-up, mapping, conversion, validation, and migration of all designated legacy data from ProLaw and, if required, designated network-drive storage. All migration activities must preserve data integrity, minimize operational disruption, and maintain continuity of services throughout the transition.

The Selected Offeror must work closely with the project leads to identify, map, validate, and migrate relevant data from the legacy environment to the new platform. The migration process must reflect legal-industry best practices, including data cleansing, field mapping, multiple rounds of test migrations, reconciliation activities, and documentation necessary to support accuracy, completeness, and chain-of-custody integrity. Internal Civil Division resources should be leveraged when feasible to reduce costs and preserve institutional knowledge.

As of this writing, the legacy data available for migration includes combined totals from the three ProLaw servers located in Juneau, Anchorage, and Fairbanks:

- Database Size: 406.4 GB
- Document Records: 27.26 TB
- ProLaw Application: 189.7 GB
- Estimated Civil Division Network Drive Storage: 10 TB

In collaboration with the ProLaw migration vendor and Civil Division project leads, the Selected Offeror will oversee the full migration effort and ensure that operational impacts are minimized.

The Selected Offeror must assist the Civil Division in evaluating each data set to determine whether it should be migrated, archived, or excluded, and must propose a strategy for archival, read-only access, or coexistence for data not migrated into the LMMS.

The Selected Offeror must develop a comprehensive migration plan that defines the overall LMMS data-migration approach. This plan must account for existing workflows and essential customizations (including stored procedures, triggers, and user-defined functions) and describe all required processes for data cleaning, mapping, and transformation. The Selected Offeror must maintain full security and compliance with State and Federal requirements throughout the migration.

The Selected Offeror must provide complete documentation of the migration process, including progress reporting, data-mapping artifacts, reconciliation summaries, and post-migration validation results, as well as post-migration support to resolve identified data issues. Ongoing communication with Civil Division staff is required throughout the project.

Acceptance Criteria

The Legacy System Migration Deliverable will be accepted only when the Selected Offeror has:

- Data is migrated without loss of critical information, core relational links remain intact, no disruption to daily operations occurs, and the migrated data is validated and approved by the Civil Division.
- Mapping documentation is approved by project leads; all test migrations reconcile successfully; and user validation confirms that data displays correctly, supports required workflows, and meets functional requirements.
- All required ProLaw and shared-drive data is migrated or archived as approved; document integrity is preserved; and system access to migrated documents is functional at go-live.
- A documented migrate/archive/exclude decision matrix is completed and approved; all archived data remains accessible in accordance with retention requirements; and any coexistence solution functions without impairing day-to-day operations.
- The migration plan is approved by project leads; all required customizations and legacy constructs are preserved or appropriately transformed; security requirements are met; and all validation reports demonstrate that data loads meet accuracy thresholds defined by the Civil Division.
- All documentation is delivered on time, is complete and auditable, reflects actual migration activities, and all post-migration data issues are resolved within required timeframes.

(x) Training

The Civil Division anticipates requiring training for both system administrators and staff. Training must be scheduled and delivered throughout the life of the contract according to the needs and timelines determined by the Civil Division. Total training hours may vary depending on actual needs and system implementation requirements.

The Selected Offeror may not charge for training that has been previously delivered, nor for any recorded videos, tutorials, or other self-study materials.

All training must be specific to the Civil Division's LMMS system and any customized solutions.

The Selected Offeror must maintain and continuously update all system documentation, including but not limited to:

- User manuals
- Quick reference guides
- Frequently asked questions (FAQs)
- Roadmaps and release notes for features or changes

Documentation updates must be delivered concurrently with any software changes and provided electronically to the project leads.

The Selected Offeror must collaborate with the project leads to design and implement a training portal that complements in-person training and reduces the administrative workload on system administrators. The portal must offer centralized, secure, on-demand access to training materials, interactive modules, and automated progress tracking, with content tailored to each section and practice area.

Acceptance Criteria

The Training Deliverable will be accepted only when the Selected Offeror has:

- All live online training sessions are recorded, labeled, and made accessible to system administrators within 5 business days.
- Training materials are accurate, current, clear, complete, and appropriate for the intended audience.
- Required documentation (user manuals, quick reference guides, FAQs, and related notes) is delivered electronically in the agreed upon format, updated concurrently with each system change, version-controlled, dated, and free of inaccuracies.
- A secure, centralized training portal is developed collaboratively with project leads, provides on-demand access to recordings, modules, and progress tracking, includes content tailored by section and practice area, and remains reliably accessible to role-based users.
- The Selected Offeror provides timely updates, corrections, clarifications, and acknowledges training/documentation requests within agreed timeframes.
- No charges are submitted for previously delivered training or self-study materials, and all billed training aligns with approved contract categories and documented delivered hours.

(xi) System Implementation and Acceptance

The Selected Offeror must comply with all applicable State and Federal privacy and security requirements, including all policies, standards, and procedures issued by the Office of Information Technology (OIT), while performing all obligations under the Contract. The Offeror is responsible for implementing the system in accordance with the Scope of Work described in RFP Section 3.01 and must ensure that all work products, configurations, and deliverables conform to State standards.

Final system acceptance will occur only upon written approval by the Civil Division and the Administrative Services Division. Approval will be based on the Offeror's ability to deliver a fully

operational system that aligns with the defined Scope of Work and functions as intended under real-world operational conditions. The Offeror must resolve all identified issues or deficiencies to the satisfaction of both Divisions before the project will be considered complete.

Upon final acceptance, the system will transition into the operational phase. The Selected Offeror shall continue to support and maintain the system, including providing training, technical support, and implementing change requests or enhancements for the remainder of the contract term. Transition to operations will not occur until the LMMS has been fully implemented and formally approved by the Civil Division and Administrative Services Division.

Acceptance Criteria

The System Implementation and Acceptance Deliverable will be accepted only when the Selected Offeror has:

- Compliance with all mandatory State and Federal privacy, confidentiality, and security requirements, including applicable OIT policies and procedures.
- Delivery of all functionality and system capabilities required by RFP Section 3.01 and verified through testing, demonstrations, or other evaluation methods.
- Completion of all required user training sufficient to support system adoption and correct use across all designated Civil Division roles.
- Demonstrated system performance under real-world operating conditions, including stability, availability, and reliability.
- Resolution of all identified issues, defects, or gaps to the satisfaction of the Civil Division and Administrative Services Division.
- Written confirmation by both Divisions that the system is fully operational and meets all organizational, functional, and user requirements.
- Submission of all required documentation—including technical, security, and operational materials—in forms acceptable to the Civil Division and Administrative Services Division.
- Continued ability of the Selected Offeror to provide post-implementation support, training, and system enhancements as required for the duration of the contract.

(xii) Incident Reporting

The Selected Offeror must provide continuous monitoring and reporting of production changes and unscheduled incidents for the duration of the contract. All production changes must be communicated to the Civil Division’s project leads in accordance with required advance-notice timeframes. During the State’s legislative session—identified as a critical operational period—the Selected Offeror must ensure that any necessary system changes include a mitigation plan that prevents disruption to ongoing operations.

The Selected Offeror must also manage and report all incidents using an established severity framework and must provide timely analysis, documentation, and remediation support. Following any update, enhancement, or system change, system administrators must immediately verify system integrity and promptly correct any issues that arise.

Acceptance Criteria

The Incident Response Deliverable will be accepted only when the Selected Offeror has:

- Provided advance notification for all production changes according to the following minimum requirements:
 - **Minor Change:** at least 48 hours in advance.
 - **Moderate Change:** at least 5 calendar days in advance.
 - **Major Change:** at least 10 calendar days in advance.
 - **Unplanned Critical Change:** within 24 hours of identifying the need,
 - **Unplanned Emergency Change:** immediately after implementation.
- Provided advance notification for all production changes according to the following minimum requirements:
 - **Severity 4 – Severe:** response within 1 hour; resolution within 4 hours.
 - **Severity 3 – High:** response within 2 hours; resolution within 1 business day.
 - **Severity 2 – Medium:** response within 1 business day; resolution within 5 business days
 - **Severity 1 – Low:** response within 2 business days; resolution as scheduled.
 -
- Supplied complete incident analysis, documentation, and remediation updates for all reported incidents.
- Provided a mitigation plan for any system change proposed during the legislative session’s critical operational window.
- Ensured system administrators validated all workflows, components, and integrations following any system change and corrected any issues immediately.
- Supported additional performance monitoring requirements as implemented by the Civil Division.

(xiii) Auditing Logs

The Selected Offeror must provide continuous support for all internal and external audits involving the LMMS. This includes assisting Civil Division staff in preparing audit responses and supplying requested materials such as documentation, configuration information, system logs, and any evidence needed to demonstrate compliance. Audit support must be available throughout implementation, go-live, and the post-implementation review period, including assistance with addressing audit findings and supporting any required remediation in coordination with Civil Division staff.

Acceptance Criteria

The Auditing Logs Deliverable will be accepted only when the Selected Offeror has:

- Delivered all requested audit-related materials—including documentation, logs, configuration records, and compliance evidence—in complete, accurate, and timely form.
- Provided effective assistance to Civil Division staff in preparing audit responses for internal auditors, external auditors, or oversight entities.
- Supported the resolution of all identified audit findings or deficiencies through required corrective actions.
- Maintained ongoing availability and cooperation during implementation, go-live, and post-implementation review periods.
- Presented all materials in formats suitable for formal audit review and recordkeeping.

(xiv) Support and Maintenance

The Selected Offeror must provide ongoing maintenance and operational support for the LMMS to ensure sustained reliability, performance, and accessibility. Maintenance activities include applying system updates, patches, and other required changes to keep the platform current and fully functional. The Offeror must maintain a business continuity capability that protects system availability, ensures recoverability of all data components, and supports uninterrupted operations in the event of disruptions.

The Offeror must maintain a disaster-recovery framework that is acceptable to the Civil Division and OIT, and must keep all associated procedures, documentation, and recovery strategies up to date as system architecture or data sources evolve. Backup and recovery processes must safeguard all critical data and support stable operations across production and non-production environments. The Offeror must also provide the Civil Division with the information needed to support long-term research and reporting, including documentation that describes system datasets and their structure.

Acceptance Criteria

The Support and Maintenance Deliverable will be accepted only when the Selected Offeror has:

- Performed required maintenance activities, including updates and patches, in a manner that preserves system stability and availability.
- Maintained a business-continuity framework that minimizes service disruption and supports ongoing operations.
- Provided secure backups for all critical data components, including databases, files, and operating systems.
- Restored any system component from backup within 3 hours of a restoration request.

- Ensured backups run on an automated schedule, verified successful completion, and maintained readable and properly stored copies.
- Restored data to its pre-error state within 24 hours of identifying an application or source-system error.
- Ensured the system design minimizes outages, maintains availability of critical components, and supports seamless failover from production to backup environments.
- Maintained a hierarchy of critical services that prioritizes restoration order during outages.
- Supported operational switching between production and backup environments during upgrades.
- Developed and maintained a Disaster Recovery Plan (DRP) acceptable to OIT and the Civil Division, covering system functionality, personnel, and technology infrastructure.
- Executed the DRP upon declaration of a business-continuity event and provided the DRP to the Civil Division upon request
- Ensured the DRP includes detailed procedures for events such as natural disasters, power failures, hardware/software failures, cybersecurity incidents, processing shutdowns, and labor disruptions.
- Submitted off-site recovery procedures, locations, and protocols for review and approval.
- Updated the DRP whenever system architecture, data sources, or enhancements affect recovery capabilities.
- Conducted periodic DRP tests demonstrating the ability to restore all critical components
- Ensured recovery of critical data services within 24 hours of disruption or disaster declaration, and restoration of critical system functionality within 10 calendar days, unless otherwise approved.
- Provided complete data backups according to Civil Division-defined schedules, using secure methods and approved storage media.
- Maintained a complete, redundant copy of all Civil Division data at all times.
- Provided and maintained a comprehensive data dictionary and business rules describing dataset structure, generation, and maintenance.
- Updated these materials routinely and immediately upon any change affecting data structure or reporting logic.

(xv) **System Enhancements / Change Requests**

As necessary, the Selected Offeror and the project leads may collaborate to discuss, plan, develop, and implement system changes and enhancements due to regulatory or statutory modifications that fall outside the scope described within this RFP.

The Civil Division estimates that approximately 2,500 hours will be required for system enhancements and/or change requests throughout the contract's duration.

Should the Civil Division require additional hours beyond the estimated amount, the Civil Division reserve the right to request in writing that the Selected Offeror provide the necessary additional hours. These hours will be billed based on the hourly rate specified in the Selected Offeror's Cost Proposal.

- If the Civil Division's project leads determines that a system enhancement or change request is necessary, the project leads will request in writing that the Selected Offeror proposes a scope of work to accomplish the requested enhancement or change. The Selected Offeror's scope of work must outline the process for the enhancement or change, the staff and number of hours per staff member required, and the timeframe for completion. This proposed scope of work will be reviewed and must be approved by the Civil Division before any work begins.
- The process must include a discussion of the technical details of the enhancement or change, as well as the Selected Offeror's estimated timeframes for completion.
- Once the request is approved, the Selected Offeror will only be paid for actual hours incurred and will invoice for the actual hours of work performed, not exceeding the estimated hours provided in the approved request.
- No implementation work for any system enhancement or change request will commence without a written agreement between the project leads and the Selected Offeror.
- If the Selected Offeror implements any update, system enhancement, or change request, the project leads must ensure that all system workflows, systems, and components remain intact, and function as originally designed. Any workflow system, or component that fails due to the update, enhancement, or change must be immediately corrected, repaired, or rebuilt.
- The Selected Offeror must provide an electronic tracking system that is accessible and monitored by both the Selected Offeror and the project leads. The tracking system will prioritize, manage, and track all system enhancement or change request work hours provided during the contract. It must include, at a minimum, the date and time, time charged, persons involved, and detailed contents of the system enhancement or change request provided.

(xvi) Audit Response Support

The Selected Offeror must provide ongoing support for all internal and external audits related to the LMMS. This includes assisting the Civil Division in preparing responses and supplying audit-related materials such as system logs, configuration information, documentation, and other evidence necessary to demonstrate compliance. The Selected Offeror must support audit activities throughout implementation, go-live, and post-implementation review, and must work collaboratively with Civil Division staff to address findings and support any required remediation.

Acceptance Criteria

The Audit Response Support Deliverable will be accepted only when the Selected Offeror has:

- Provided all requested audit documentation, system logs, configuration records, and compliance evidence in a complete and timely manner.
- Assisted Civil Division personnel in preparing audit responses and addressing audit findings.
- Supported remediation actions until all required corrective measures have been fully implemented.
- Demonstrated availability and responsiveness throughout implementation, go-live, and post-implementation periods.
- Supplied materials in formats suitable for review by internal auditors, external auditors, and oversight bodies.

(xvii) End of Service Transition

The End-of-Service Transition marks the period in which all responsibilities performed under the Contract must be transferred from the Selected Offeror to the designated project leads. During this transition, the Selected Offeror must ensure that the system remains fully aligned with the most current Civil Division schema, data dictionaries, and configuration standards. The Selected Offeror must maintain all required software versioning, apply necessary updates or patches, and ensure continued compatibility to support a complete and accurate transition to the new LMMS.

Once the system has received final acceptance, it will enter the operational phase. At that time, the Selected Offeror is responsible for delivering ongoing system support and management, including continued training, technical assistance, and implementation of system enhancements or change requests for the remainder of the contract term.

Acceptance Criteria

The End of Service Transition Deliverable will be accepted only when the Selected Offeror has:

- All responsibilities, knowledge, and system administration activities have been fully transferred to designated project leads.
- The system remains fully compliant with current Civil Division schema, configuration standards, and data dictionaries.
- All required software updates, patches, and compatibility measures have been applied to ensure continuity and readiness for LMMS migration or operation.
- All issues, discrepancies, or configuration gaps identified during the transition have been resolved to the satisfaction of the Civil Division and Administrative Services Division.
- Required documentation, including configuration records, versioning histories, and transition materials, has been delivered in complete and usable form.

- The system is stable, operational, and ready for ongoing use by the Civil Division without dependency on the Selected Offeror outside of post-transition contractual support.
- The Selected Offeror has confirmed continued capacity to provide support, training, and enhancement services throughout the remaining duration of the contract.

SEC. 3.06 CONTRACT TYPE

This contract is a time and materials contract, compensated by a fixed hourly rate, and in an amount not to exceed the project budget.

SEC. 3.07 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.08 CONTRACT PAYMENT

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

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

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

SEC. 3.09 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the initial year of the contract period.

The Contractor or State may request price adjustments, no sooner than twelve (12) 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 (30) days prior to the end of the current term. All Requests must be in writing and must be received thirty (30) days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment thirty (30) days prior to the Contract renewal date, the adjustment will be effective thirty (30) days after the State or Contractor 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 HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July–December); and each HALF1 (or HALF2) 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.10 LOCATION OF WORK

The locations where the work is primarily performed, completed, and managed are the Selected Offeror’s primary place of business.

The Selected Offeror’s price proposal must include all costs associated with transportation, lodging, and per diem for two individuals to complete 4 trips to Juneau and Anchorage, Alaska. Travel to other locations will not be required. The State will provide appropriate workspace for the contractor during these visits.

To reduce costs and mitigate logistical constraints, the Civil Division requires that travel be scheduled outside of the peak travel season (mid-May through Mid-August). In the event the SPM and the Civil Division project leads determine the travel during this period is necessary to fulfill the requirements of this RFP, the Civil Division reserves the right to review and approve such travel on a case-by-case basis.

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

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

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

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

SEC. 3.11 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 F identified in Section 4.02 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 be considered in determining whether the Offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within 5 working days from the date of the State’s request:

- 1) complete name of the subcontractor.
- 2) complete address of the subcontractor.
- 3) type of work the subcontractor will be performing.
- 4) percentage of work the subcontractor will be providing.
- 5) evidence that the subcontractor holds a valid Alaska business license.

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- 6) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to rendering the services required by the contract.

An Offeror’s failure to provide this information within the time set will cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another that has already been approved may be made only at the discretion and prior written approval of the project director.

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

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 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 and the procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract. [Tie Back to the Deliverable]

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor holds as confidential during the performance of services under this contract includes:

The Civil Division routinely manages sensitive, confidential, and legally protected information. The Offeror shall comply with all applicable state and federal laws, regulations, and policies governing the handling, storage, and disclosure of such information, including but not limited to laws pertaining to privacy, data protection, and public records.

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 confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the State within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of 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. 3.18 INDEMNIFICATION

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

SEC. 3.19 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the

minimum acceptable limits. If the contractor’s policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

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

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

SEC. 3.20 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the Offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

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

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

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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form, only pages 1–3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending them to the Proposal Evaluation Committee (PEC) for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A - Functional & Technical Requirements	
Submittal Form B – Offeror Information and Certifications	
Submittal Form C – Experience and Qualifications	5
Submittal Form D – Understanding of the Project	5
Submittal Form E – Management Plan & Methodology Used for the Project	5
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 FUNCTIONAL & TECHNICAL REQUIREMENTS (SUBMITTAL FORM A)

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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.

SEC. 4.04 OFFEROR INFORMATION & CERTIFICATIONS (SUBMITTAL FORM B)

Offerors must input as much information as possible into this attachment regarding the functional and technical capabilities of the product being offered in response to this RFP.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

By signature on the form, the Offeror certifies they comply with the following:

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

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

The Submittal Form also requests the following information:

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

- f) Federal requirements.
- g) Alaska preference qualifications.

An Offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM C)

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

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

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form C. Resumes will not count towards the page limit.

SEC. 4.06 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

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

This must include the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the Offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

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.

SEC. 4.10 MANDATORY OFFEROR DEMONSTRATION

The Offeror must participate in a live, structured demonstration of the proposed system to show how it meets the functional, technical, and workflow requirements outlined in this RFP. The Civil Division will schedule and facilitate a 2.5-hour demonstration session.

Upon submission of a proposal and submittal forms, the offeror is welcome to suggest optimal times and dates to provide their demonstration, within the date range of May 11 – 20, 2026. Please note that State of Alaska employees typical work-day is 8:00 – 4:30, Monday through Friday.

The demonstration must:

1. Show the Offeror’s proposed system in operation — not slides, marketing materials, or conceptual mockups.
2. Demonstrate how the proposed system satisfies the requirements and deliverables of this RFP, including (but not limited to) matter management, contact management, automation capabilities, time and cost entry, billing workflows, document templates, customized tabs, reporting, and system administration.
3. Include demonstrations of all requirements in Submittal Form A that are more of **SEC. 3.02 FUNCTIONAL REQUIREMENTS** that are marked “Demo Priority = Required,” as these items must be shown in the live demonstration to confirm full system capability.
4. Allow evaluators to ask clarifying questions regarding system functionality, workflow design, security features, and implementation approach.
5. Be performed using the Offeror’s own environment, fully configured to show comparable workflows to those required in this RFP.

Failure to participate in the mandatory demonstration may result in the proposal being deemed non-responsive.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Functional and Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from Offerors susceptible for award and revise the cost scores accordingly.
- 9) The State will then conduct any necessary negotiations with the highest scoring Offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Form	Weight
Functional and Technical Requirements	(Submittal Form A)	250
Experience and Qualifications	(Submittal Form C)	125
Understanding of the Project	(Submittal Form D)	125
Management Plan & Methodology Used for the Project	(Submittal Form E)	125
Product Demonstration		125
	Total	750

Cost Criteria	Form	Weight
Cost Proposal	(Submittal Form G)	150

Preference Criteria	Form	Weight
Alaska Offeror Preference (if applicable)	(Included with Submittal Forms)	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of one (1) through ten (10), with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members must start with a score of 5 on each section. The score may either increase or decrease depending on the Offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

$$\frac{(\text{Combined Total Score} \times 100 (\text{Maximum Section Points}))}{40 (\text{Highest Total Possible Score})} = \text{Total Points Awarded}$$

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

Offeror 1 was awarded 75 points:

$$\frac{(30 \times 100)}{40} = 75 \text{ Points Awarded}$$

Offeror 2 was awarded 50 points:

$$\frac{(20 \times 100)}{40} = 50 \text{ Points Awarded}$$

Offeror 3 was awarded 100 points:

$$\frac{(40 \times 100)}{40} = 100 \text{ Points Awarded}$$

SEC. 5.04 FUNCTIONAL AND TECHNIAL REQUIREMENTS (250 POINT MAXIMUM)

This portion of the Offeror’s proposal will automatically generate a point value based on the information input into the spreadsheet.

SEC. 5.05 EXPERIENCE AND QUALIFICATIONS (125 POINT MAXIMUM)

This portion of the Offeror’s proposal will be evaluated against the following questions:

- ***Questions regarding the personnel:***
 - 1) Do the individuals assigned to the project have experience on similar projects?
 - 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
 - 3) How extensive is the applicable education and experience of the personnel designated to work on the project?
- ***Questions regarding the firm and subcontractor (if used):***
 - 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
 - 2) How successful is the general history of the firm regarding timely and successful completion of projects?
 - 3) Has the firm provided letters of reference from previous clients?
 - 4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

SEC. 5.06 UNDERSTANDING OF THE PROJECT (125 POINT MAXIMUM)

This portion of the Offeror’s proposal will be evaluated against the following questions:

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

SEC. 5.07 MANAGEMENT PLAN & METHODOLOGY USED FOR THE PROJECT (125 POINT MAXIMUM)

This portion of the Offeror’s proposal will be evaluated against the following questions:

- **Management Plan:**

-
- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
 - 2) How well is accountability completely and clearly defined within the project team and organizational structure?
 - 3) Is the organization of the project team clear?
 - 4) How well does the management plan illustrate the lines of authority and communication?
 - 5) To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
 - 6) Has the Offeror provided any evidence or assurance that they can meet the schedule set out in the RFP; including staffing levels, resource availability, and prior experience with similar timelines?
 - 7) Has the Offeror adequately described their plan for monitoring, controlling, and containing project costs throughout the contract, including:
 - Budget oversight processes.
 - Cost-reporting tools.
 - Strategies to prevent cost overruns.
 - Vendor-side accountability for cost risks.
 - Methods to avoid unnecessary billable hours or change orders.
- **Methodology used:**
 - 1) How comprehensive is the methodology described by the offeror and does it depict a logical approach to fulfilling the requirements of the RFP?
 - 2) How well does the methodology match and achieve the objectives set out in the RFP?
 - 3) Does the methodology interface with the project schedule in the RFP, including major milestones and dependencies?
 - 4) Have potential risks, obstacles, or challenges been identified and does the methodology mitigate or manage them?
 - 5) Does the offeror's approach exceed the minimum requirements of the RFP, and do those enhancements provide added value?
 - 6) Does the methodology support cost containment, including strategies such as:
 - Process efficiencies.
 - Workflow standardization.
 - Reducing rework or duplication.

- Use of existing technology or shared resources.
- Avoidance of change-order–driven cost escalation.

SEC. 5.08 CONTRACT COST (150 POINT MAXIMUM)

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

$$\frac{(\text{Price of Lowest Cost Proposal} \times \text{Maximum Points for Cost})}{\text{Cost of Each Higher Priced Proposal}} = \text{Point Awarded}$$

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.

$$\frac{(40,000 \times 400)}{42,750} = 374.3$$

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

Offeror #3 receives 336.8 points.

$$\frac{(40,000 \times 400)}{47,500} = 336.8$$

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

SEC. 5.09 ALASKA OFFEROR PREFERENCE

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

Example:**Step 1**

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

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror Preference} \\ = 100 \text{ Points for the Preference}$$

Step 2

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

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

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors’ scores:

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

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

- copy of an Alaska business license.
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal.
- a canceled check for the Alaska business license fee.
- a copy of the Alaska business license application with a receipt stamp from the Alaska Department of Commerce, Community, and Economic Development, Professional Licensing office.
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

An Offeror is not required to hold a valid Alaska business license at the time proposals are opened if it possesses one of the following licenses and is 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.
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 6.03 SITE INSPECTION

The State may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or Proposal Evaluation Committee (PEC) made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected Offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten (10) 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 (10) days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business’ or an individual’s right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of

Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An Offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)–(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

Sec. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- A. Employs at least one person who is currently enrolled in, or within the previous two (2) years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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

Alaska Military Skills Program Preference Certification

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

SEC. 6.15 STANDARD CONTRACT PROVISIONS

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

- 1) Identify the provision with which the Offeror takes exception.

- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.16 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an Offeror for award of a contract issued under AS 36.30, the Offeror must:

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

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

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.19 HUMAN TRAFFICKING

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

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

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

SEC. 6.20 RIGHT OF REJECTION

Offerors must comply with all 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 the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

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.
7. 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. 6.23 ASSIGNMENT

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

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.25 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 –

AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.26 SEVERABILITY

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

SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- If the State's rights are diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor’s fault, negligence, or failure to follow instructions of the procurement officer.
- **State’s Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Form A (Functional & Technical Requirements)
- 2) Submittal Forms B – F
- 3) Cost Proposal - Submittal Form G
- 4) Standard Agreement Form draft with Appendices

Attached Separately from RFP:

- 5) Department of Law, Civil Division, Records Retention and Disposition Schedule.
- 6) State of Alaska, Court System, TrueFiling
- 7) State of Alaska, HIPAA Business Associate Agreement.
- 8) Department of Administration, Office of Information Technology, Security Plan Template.