

STATE OF ALASKA REQUEST FOR PROPOSALS



AK WIC PARTICIPANT DIRECT ORDERING PROGRAM RFP 180000032

ISSUED OCTOBER 17, 2019

The Department of Health and Social Services, Division of Public Assistance, Alaska WIC Program, is soliciting proposals for an established online grocery offeror to accept and fulfill food orders for WIC participants online, by telephone, or fax, and utilizing electronic benefits transfer (EBT) for payment transactions.

ISSUED BY: MATT MEIENBERG

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC ASSISTANCE

PRIMARY CONTACT:

MATT MEIENBERG
PROCUREMENT SPECIALIST
MATT.MEIENBERG@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA’S “ONLINE PUBLIC NOTICE” WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT SPECIALIST LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT SPECIALIST MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health and Social Services, Division of Public Assistance, Alaska WIC Program, is soliciting proposals for an established online grocery vendor to accept, fulfill, and mail food orders to WIC participants, and to develop and implement the technology necessary to conduct the transactions with the program's eWIC benefit processor utilizing electronic benefits technology (EBT).

SEC. 1.02 BUDGET

Department of Health and Social Services, Division of Public Assistance, estimates a budget of \$8,500,000 to \$9,500,000 dollars for WIC approved foods to be mailed to Program participants over the five-year length of the contract. Packaging and postage will be reimbursed for the actual costs based on invoices submitted to the Program. Packaging is estimated to be approximately 3% of the contract budget and postage is estimated to be approximately 20% of the contract budget.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00PM** prevailing Alaska Time on **Monday, December 16, 2019**. Emailed proposals are acceptable. Faxed and Oral proposals are not acceptable.

SEC. 1.04 MINIMUM PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

1. Have a minimum of one (1) year of previous operations within the past three (3) years providing online/mail orders of food to rural destinations in Alaska.

Evidence of meeting minimum qualifications must be shown in the Experience & Qualifications section of the offeror's proposal. For each project used to meet the minimum qualifications above, the offeror should include dates, timeliness of meeting them, specifications of what the projects entailed, and a method of verification for these projects such as screenshots from an ordering website, excerpts from a Business Plan, or other documentation supporting the description and dates of operation for the food delivery-by-mail in Alaska.

Additionally, in order to be deemed responsive, offeror's proposal must include:

1. A Statement that they have read and understand all IT References related to this solicitation;
2. A preliminary project management narrative and work plan that meets the requirements set out in IT Reference B – DHSS Project Management Requirements, Section 1; and
3. A completed version of IT Reference C - Required Vendor Response - DHSS IT Requirements.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Specialist at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Specialist, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the Procurement Specialist, and must be received prior to the deadline of **4:00PM AKST Friday, November 8, 2019.**

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

Please email all questions to Procurement Specialist:

Name: Matt Meienberg

Email: matt.meienberg@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

Email: hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Specialist's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted. The technical proposal and cost proposal must be saved PDF documents and be separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror).

The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the Procurement Specialist has received the proposal in full, prior to the deadline. The Procurement Specialist will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Specialist to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified.

Late proposals or amendments will not be opened or accepted for evaluation.

Paper Submission

If submitting a proposal by mail, Offerors must submit one hard copy of their proposal, to the Procurement Specialist, in a sealed package.

The sealed proposal package(s) must be addressed as follows:

Department of Health and Social Services
Division of Finance and Management Services
Attention: Matt Meienberg, Procurement Specialist
RFP Number: 180000032
RFP Title: EBT eWIC Mail Out Vendor

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760
Juneau, AK 99801

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

Faxed proposals will not be accepted. Oral proposals will not be accepted.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that 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;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the State's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a Statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Health and Social Services reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

(f) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Each proposal must include a signed certification form, see Section 8: Attachments.

SEC. 1.09 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 Specialist no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Procurement Specialist after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska'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 by the same number of days.

- Issue RFP **Thursday, October 17, 2019;**
- Pre-proposal Conference at **11:00AM Friday, November 1, 2019;**
- Deadline for Receipt of Questions on **4:00PM AKST Friday November 8, 2019;**
- Deadline for Receipt of Proposals **2:00PM AKST Monday December 16, 2019,**
- Product Demonstrations with selected offeror(s) during the week of **January 6, 2020;**
- Proposal Evaluation Committee complete evaluation by **January 17, 2020,**
- State of Alaska issues Notice of Intent to Award a Contract **January 24, 2020,**
- Contract start **February 15, 2020.**

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A telephonic pre-proposal conference will be held at **11:00AM AKST November 1, 2019**. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions must be sent to the procurement officer at matt.meienberg@alaska.gov after the conference for transcription and posting with official answers via RFP amendment. Call in information is:

Phone: 1-800-315-6338
Access ID: 58212

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

See Section 1.06 for instructions on submitting questions regarding this RFP.

SEC. 1.14 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. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides Federal grants to States for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. The WIC Program was established nationwide in 1974.

The foods provided through the WIC Program are designed to supplement participants' diets with specific nutrients. WIC authorized foods include infant cereal, baby foods, iron-fortified adult cereal, fruits and vegetables, vitamin C-rich fruit or vegetable juice, eggs, milk, cheese, yogurt, soy-based beverages, tofu, peanut butter, dried and canned beans/peas, canned fish, whole wheat bread and other whole-grain options. For infants of women who do not fully breastfeed, WIC provides iron-fortified infant formula. Special infant formulas and medical foods may also be provided if medically needed. The majority of program participants are issued paper vouchers to purchase WIC food items at authorized stores.

In 1985, Alaska WIC started the Mail Out Vendor (MOV) program to provide WIC foods to participants in communities that lack an authorized WIC vendor, generally in rural communities that are unable to be accessed by road. Currently, the MOV program serves 1,000 – 1,200 participants, mailing approximately 1,300 individual boxes monthly through the U.S. Postal Service. Upon arrival at the nearest hub community, the packages are forwarded to the destination villages on flights operated by contracted regional flying services, by hovercraft, or by other means. Since there is no home delivery of mail in most rural villages, participants collect the packages at the local post office.

Historically, the MOV has been operated by a single contractor who provided the lowest competitive bid for a set of WIC approved foods itemized by variety, brand, and size, with unit prices fixed for the term of one year. The foods provided on the MOV include only shelf stable products such as dry eggs; canned evaporated, powdered, or UHT milk; juice concentrates or containers; and canned vegetables and fruits. Under the current MOV structure, participants are not able to select food items prior to delivery. Different types and brands of cereal, canned fish, juice, whole grains, and legumes are provided on a six-month rotation to provide variety.

All WIC State agencies must implement eWIC systems by 2020 as per WIC Policy Memo #2011-3, the Healthy, Hunger-Free Kids Act of 2010 (the Act), Public Law (P.L.) 111-296. Alaska WIC has completed implementation of eWIC. With the transition to electronic benefits, WIC participants use an eWIC card, rather than checks, to purchase their prescribed foods from authorized WIC vendors.

The new technology has presented Alaska WIC with an opportunity to improve mail-out service to participants: the opportunity for participants to directly order their WIC foods from a contracted vendor and to use their eWIC card and electronic benefit account (EBA) to complete the transaction. Since EBT transactions require customer-entry of a personal identification number (PIN) into a secure PIN-entry device that meets specific standards that computer keyboards and mobile devices do not meet, Alaska WIC has worked with the program's contracted EBT processor to develop an alternative to the use of a PIN to authorize eWIC transactions specifically for this direct ordering program.

Alaska residents, especially in nonurban areas, are well accustomed to mail order shopping. The establishment of post offices in the Territory of Alaska early in the 20th century brought catalogs from Sears Roebuck, Montgomery Ward, and other mail order companies to communities that had previously received sparse

deliveries of goods via boat, trading post, or overland trail. To this day, many stores in urban and hub communities have mail order departments that accept phone and online orders and supply rural customers with goods via mail or air freight. Online ordering and delivery from the lower 48 states to the remotest villages has become commonplace. Participants in the Supplemental Nutrition Assistance Program (SNAP), commonly known as “food stamps,” are able to use the Alaska Long Distance Purchasing Program to order food from any authorized SNAP retailer and pay with their SNAP QUEST card.

HISTORICAL WIC BENEFIT ISSUANCE AND REDEMPTION PROCESS

In the WIC program, a participant visits a clinic to be certified as nutritionally and income eligible for WIC benefits. The clinic enrolls participants and issues benefits using SPIRIT, Alaska WIC’s management information system (MIS). WIC benefits are a food prescription – a list of the food items, unit of measure, and quantity - issued by trained clinic staff under supervision of a dietitian. Alaska WIC has approved seven main packages that may be prescribed to WIC participants. These packages identify the maximum amount of food that can be prescribed. Food packages can be modified to meet the needs of individual participants. The seven main food packages are for Infants 0-5 months, Infants 6-11 months, Infants/Children/Women with Special Dietary Needs, Children 1- 4 Years, Pregnant and Partially Breastfeeding Women (up to one year postpartum), Postpartum Women (up to 6 months postpartum), and Fully Breastfeeding Women (up to 1 year postpartum). WIC foods are assigned within these packages according to nutritional needs.

Currently, each participant’s food prescription is printed on “food instruments” (vouchers) for the participant to use to select and pay for the food items in the store. A separate set of vouchers is provided to each eligible family member for every month of enrollment in the program.

WIC vouchers are valid for a 30-day period. During this window, a WIC participant may visit an authorized vendor to select food items that are included on the WIC Allowed Foods List. At the register, the cashier verifies that the food items are listed on the participant’s voucher(s), and that the items are on the WIC Allowed Food List. After ringing up the food purchase, the cashier enters the date of sale and the sales total and secures the participant’s signature on the voucher.

WIC authorizes retail grocery stores who meet program requirements to accept WIC vouchers, which are deposited in the store’s bank account. The Alaska WIC Program contracts with a payment processing contractor that verifies the validity of the voucher and sales amount, and reimburses the vendor for the amount claimed on each voucher.

eWIC BENEFIT ISSUANCE AND REDEMPTION PROCESS

Alaska WIC has chosen to implement eWIC through an online, outsourced, magnetic card-based system operated by Fidelity Information Services, LLC (FIS) with assistance from Custom Data Processing, Inc. (CDP). The FIS/CDP eWIC system is called WIC Direct. FIS/CDP provides merchant services, operates and maintains the EBT host processor, and facilitates the retailer settlement and payment process. FIS utilizes WIC Direct software to electronically validate and process electronic redemption transaction requests from authorized WIC vendors against a household benefit account, and initiate automatic payment to a vendor or their agent for approved redemptions.

Participants are certified as eligible in the SPIRIT system. Unlike the current paper voucher system, in eWIC benefits are issued to the household as a unit, incorporating all WIC-eligible family members’ benefits into a single electronic benefits account (EBA). The clinic provides the household with an eWIC card, similar to a debit

card. After activation of the card, the participant household may use it at an authorized WIC vendor to purchase WIC foods for eligible family members. **For the purposes of this document, the term “participant” includes all household members currently certified in SPIRIT for WIC.**

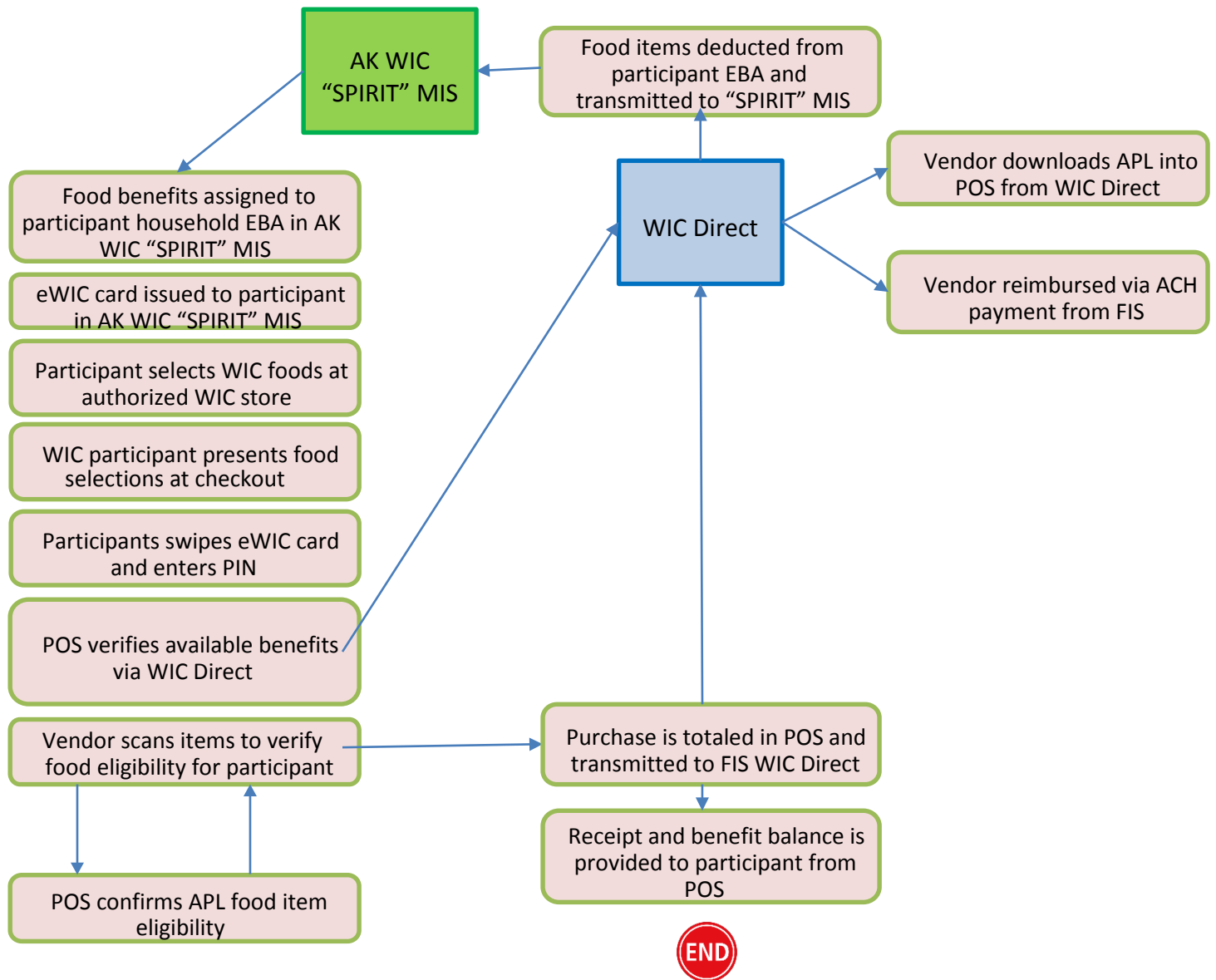
Benefits are authorized in SPIRIT and loaded to the participant’s EBA account in WIC Direct. The benefits are not “on” the card. Participants and authorized WIC vendors access the participant’s benefits through WIC Direct by using the household’s eWIC card. Participants may check the benefit balance online, by phone, or by “swiping” the eWIC card at a point-of-sale (POS) terminal in a store. WIC authorized vendors may access the benefits in WIC Direct for WIC transactions through their POS system.

The benefit balance details the food allowance for the household in each category, e.g. 72 oz. of WIC approved cereal, or eight gallons of 1% milk. After the participant makes her food selections, she takes them to the cash register. She swipes the card and the cashier checks the benefit balance before scanning the purchases. As the WIC foods are scanned, the WIC foods being purchased are deducted from the benefit balance in the participant household’s EBA. The participant enters her unique PIN in the terminal to authorize payment. This information is transmitted through the store’s eWIC terminal/point-of-sale (POS) system to WIC Direct, where the deducted benefits and the payment to the store are recorded. The participant is issued a receipt at the cash register that shows the items purchased and the food items remaining on the benefit balance, if any.

The WIC vendor is reimbursed for the WIC foods through an overnight electronic settlement process in WIC Direct.

eWIC benefit issuance and redemption is illustrated in Figure 1. *eWIC Issuance and Redemption:*

Figure 1: eWIC Issuance and Redemption



ONLINE DIRECT MAIL PROGRAM VISION

The Alaska WIC Program intends to operate the electronic Mail Order Vendor (eMOV) program in a manner similar to the in-store process described above. A participant who is certified by the clinic as eligible for WIC and who lives in a community not served by an authorized WIC Vendor will be issued benefits in SPIRIT and provided with an eWIC card. The participant will be “flagged” in the SPIRIT system as a full MOV or infant formula-only MOV household type. The participant will be enabled to order her household’s WIC foods, or infant formula only, from the online Vendor. At the time that the eWIC card is issued, the participant will receive a “shopping list” of food types and quantities that the household may purchase with the card. Additionally, she may check her benefits balance via the web at familynutrition.alaska.gov/, or by calling the eWIC automated phone line: 1-844-386-3149.

The participant’s eWIC card number will be transmitted nightly via WIC Direct to the authorized WIC MOV Vendor. Additionally, a unique authorization code associated with the participant’s eWIC card will be transmitted to the Vendor to be used in lieu of a personal identification number (PIN) to authorize eWIC card transactions for the participant.

The eMOV Vendor will have a website that displays available products from the Alaska WIC Approved Products List for eMOV participants. The website may be dedicated for WIC products only, or the Vendor’s regular website may use a symbol, filtering option, or another option to indicate which products on the Vendor’s menu are allowed for WIC. Ideally, the ordering process will have the ability to recalculate the remaining food benefits in the participant’s electronic benefit account as the participant places the order.

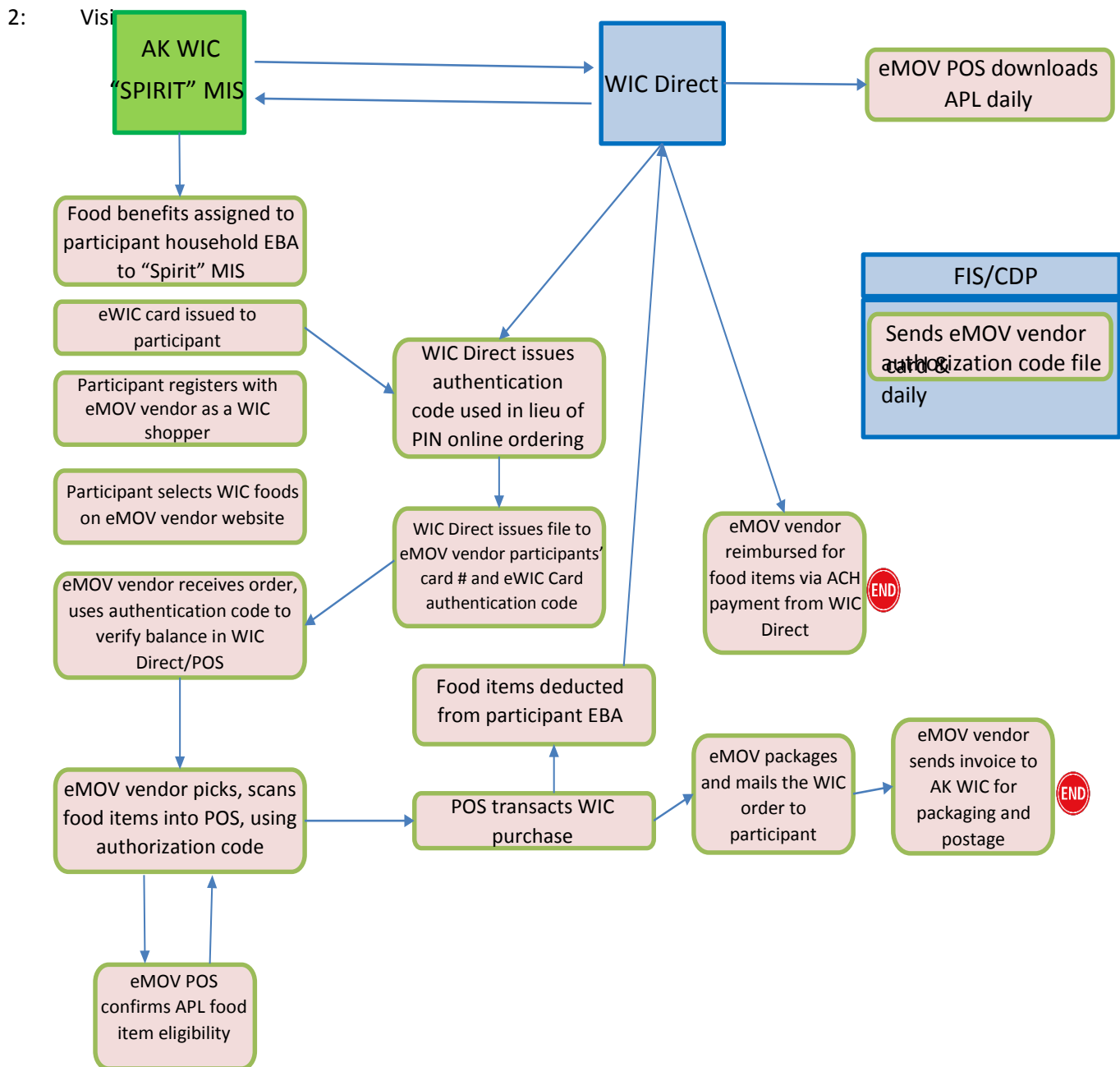
The participant will have the following options: 1) to access the eMOV Vendor’s website monthly to place an order from the WIC products available on the Vendor’s website; or 2) to place a set order to be received each month that contains only the products selected from the eMOV Vendor’s website. A phone or fax option will also be available for participants who lack sufficient computer or internet access to place online orders. The participant will be allowed to place one online order per month, using all or any amount of the benefits in her EBA.

After the eMOV participant’s order has been placed, the eMOV vendor will use a State-supplied stand-beside terminal (that processes WIC transactions only) or the Vendor’s own integrated eWIC point-of-sale (POS) system to access WIC Direct. The Vendor may check the benefit balance in WIC Direct (using the stand-beside or POS), and after confirming the availability of the benefits, fulfill the participant’s order. Similar to a regular food purchase, each food item in the eMOV order will be scanned and the purchase price captured prior to packing. Prior to submission of the order to WIC Direct for approval, eMOV Vendor will enter the participant’s unique authorization code that has been issued to the Vendor for the participant’s EBA in lieu of a PIN. WIC Direct verifies the authorization code, validates and logs the benefits used and the benefit redemption claimed by the eMOV Vendor, and provides either a transaction approval or denial back to the eMOV Vendor.

The eMOV Vendor mails the food package to the participant. The eMOV Vendor invoices the State of Alaska weekly for packing materials (boxes, tape, etc.) and postage costs for all mailed WIC online food orders.

Benefit issuance and redemption for the online ordering program is illustrated in Figure 2 *eMOV Vision*:

Figure: eMOV



SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Health and Social Services, Division of Public Assistance, Alaska WIC Program, is soliciting proposals for an established online grocery Vendor to accept, fulfill, and mail food orders to WIC participants utilizing electronic benefits transfer (EBT) technology to conduct the transactions with the program's eWIC benefit processor. The Vendor will provide an ordering system on their website for WIC participants and a process for ordering by phone or fax for participants who are unable to access the online system. Additionally, the Vendor will use either a State provided stand-beside POS terminal or a vendor-supported point-of-sale (POS) system with eWIC integration to confirm the participant's benefits, receive an authorization code to use for each transaction, and charge the WIC sale to the participant's electronic benefit account in WIC Direct, the State's eWIC system provided by FIS. The cost of development and implementing the ordering and fulfillment system, including required enhancements to the eMOV Vendor's integrated POS system (if needed), is the responsibility of the Vendor. However, if the Vendor decides to utilize a stand-beside POS terminal for the program, one POS terminal will be provided at no cost to the Vendor by the State. Any additional stand-beside POS terminals after the first no-cost terminal will be the responsibility of the Vendor. The Vendor will be reimbursed electronically for the cost of food items, and shall invoice Alaska WIC on a weekly basis for the costs of packaging and mailing. Only one Vendor will be selected; however, Alaska WIC will consider allowing the successful offeror to operate the eMOV at multiple facilities of the same company.

Offerors must provide a date when the eMOV system will be ready for pilot and a date when the eMOV system is projected to be fully implemented.

The DHSS Information Technology Requirements to be addressed are located in IT Reference A - DHSS IT Requirements. See the DHSS IT Requirements for more information about delivery models.

The DHSS IT Project Management Requirements to be addressed are located in IT Reference B - DHSS Project Management Requirements.

eMOV FOOD DELIVERY

The successful Vendor for the Alaska WIC Program's eMOV program will be selected based on the description of how they will fulfill the following requirements:

WIC FOOD ORDERING AND FULFILLMENT:

1. Participants must be able to order their prescribed WIC foods online, by phone, or fax.
2. Vendor must provide a website that WIC participants may use to order WIC foods.
3. Participants must be able to register as a WIC eMOV customer with the eMOV Vendor, including the ability to place a recurring monthly order, or to submit an order monthly prior to the last valid date of the participant's benefit.
4. Participants must be able to use their eWIC benefits for a mail order, transacted through Alaska's eWIC processor's WIC Direct system.
5. Vendor may check available benefits balance through WIC Direct prior to assembling each order.
6. Vendor must scan each WIC item either through its own POS system or a stand-beside POS system before packing so that benefits are deducted from the participant's EBA and the transaction will be processed for payment.
7. Vendor must include in the package a receipt/benefit balance with each order.

8. Vendor may not charge sales tax on any WIC food items.
9. Vendor must allow WIC participants to take advantage of any discounts, two-for-one, or other specials available to the Vendor's other mail order customers.
10. Vendor may not request or require payment from a WIC participant for foods ordered from the eMOV.
11. Vendor must pack each WIC order and record the packaging and mailing costs so they are associated with the participant-identifying authorization code for each transaction.
12. Vendor must pack and mail packages generally within three (3) business days of the receipt of orders and not more than five (5) business days. For recurring orders, the orders should be filled approximately 30 days apart.
13. Packages must be mailed via USPS business priority rate.
14. Vendor must add USPS electronic delivery confirmation for each mailed package.
15. Vendor must pay all postal charges, including the cost of electronic delivery confirmation, and submit an itemized weekly invoice to the State of Alaska that includes the actual postage for each box and the cost of the packaging materials. The cost of packaging and postage must be able to be tracked for each individual package.
16. Vendor must maintain a log of damage reports for food items damaged or spoiled during shipping. The log must include the date the damage report is received, the nature of the damage or spoilage, and a package identifier, such as participant name and address and date mailed.
17. Vendor must propose a policy and procedure for returned packages, including maintaining a log of package returns, similar to the log described in #16 above.
18. The Vendor must ensure that all personal information about WIC participants is maintained as confidential at all times. The Vendor will display the WIC EBT card number and authorization code only to personnel with a need to know in order to fulfill the order.
19. The Vendor must ensure that WIC participants are treated with the same courtesies as are extended to all customers.
20. The Vendor must make available purchase invoices and inventory records of WIC items to Alaska WIC program representatives or the U.S. Department of Agriculture upon request. The Vendor must maintain these records for three years plus the current year.

APPROVED PRODUCTS LIST

1. Alaska WIC has developed an Approved Products List (APL) for eWIC that identifies approximately 2,000 food items approved for WIC participants to order and purchase from authorized vendors. Only food items that are on the APL may be provided to participants under this contract. An updated APL file is transmitted nightly to the vendor's stand-beside POS terminal or integrated POS system.
2. The Vendor must regularly stock approved products in all WIC food categories. The Vendor may only provide items that are on the APL to WIC participants, but Vendor may make their own selection of food brands and package sizes from the list.
3. Food prescriptions are provided to participants and deducted from benefits during transactions in units of measure consistent with the units of measure on the APL. This is built into the transaction process described in Figures 1 and 2.
4. In case of an out-of-stock/not available product, a substitution for another eligible WIC food product may be made only after contact with the participant who placed the order.
5. On their website, the Vendor must provide the list of available WIC food products at least by type, brand, and package size for participants. Ideally, each item listed will include an image of the product.
6. The Vendor WIC-eligible food products on its website must be maintained with current food type, brand, package size, and packaging (if imaged).
7. The Vendor may procure infant formula only from suppliers on the Alaska WIC Program's Infant Formula Approved Suppliers List (infant formula manufacturers, wholesalers, or distributors)
<http://dhss.alaska.gov/dpa/Pages/nutri/wic/vendors/vendorforms.aspx>.

8. Special medical and infant formulas are sometimes prescribed for WIC participants. These formulas will be included on the APL. Special and medical infant formulas that are rarely ordered are not required to be regularly stocked, but may be obtained on an as needed basis from the vendor pharmacy department or pharmacy of the Vendor's choice.

QUALITY CONTROL AND SAFETY

Offerors for this contract must describe their quality control program for product acquisition, warehousing, and distribution to assure the following:

1. Standardized product quality.
2. The usage of First-In, First-Out (FIFO) principles.
3. Product shelf life is monitored. Food items stamped with a "use by" date or equivalent date marking may only be provided to program participants if the date extends at least 45 days past the date the order is shipped.
4. Items are free of damage.
5. Correct items and quantities are selected and mailed.
6. Participant orders are packed and shipped in as few boxes as possible, but individual packages do not exceed 45 lbs. in weight.
7. All packaging is new and suitable for shipment and short-term warehouse storage.
8. Packaging is sufficient to ensure that food items are not damaged during the shipping and delivery process.
9. Food items in packages that are returned as "undeliverable" are donated to a non-profit charity or discarded and may not be sold to another WIC mail-out customer. Returned infant formula must be discarded.
10. Customer satisfaction is monitored.

The Vendor is responsible for working directly with the carrier and postal system representatives regarding food package shipment and delivery.

eMOV MANAGEMENT, STAFFING, AND TRAINING

In addition to the responsibilities described elsewhere in this RFP, the Vendor will:

1. Be responsible for staffing the eMOV fulfillment center, and for the training of all employees who work at the location(s). This includes maintaining a professional management and supervisory staff, and a staff of full, or part-time support positions to provide the products and services described in this request for proposals.
2. Have a telephone and an email account dedicated for the eMOV program.
3. Ensure that a staff person with contract responsibilities is available by telephone and email during normal State business hours five days per week (Monday through Friday), excluding State-observed holidays.
4. Acknowledge phone calls and emails received from Alaska WIC within 24 hours or one business day.
5. Train staff on the confidentiality requirements of the WIC Program, and require each staff member to sign a confidentiality Statement provided by the Program.

UNSATISFACTORY PERFORMANCE

Unsatisfactory performance will be determined by such factors as:

1. Consistently failing to fulfill food orders within specified timeframes.
2. Shipping items that are spoiled, damaged, expired, or within 45 days of expiration date.
3. eMOV user complaints about completeness of orders, damaged goods, customer service, and other factors.
4. Charging any participant any fee, directly or indirectly, for WIC foods or arising out of or associated with operating, maintaining, or processing eWIC transactions.

5. Providing infant formula obtained from any source other than the Alaska WIC Program's List of Authorized Infant Formula Suppliers.
6. Providing unauthorized food items or any food item that does not correspond to the UPC code scanned from the item during the transaction.
7. Failure to apply agreed upon cost containment measures negotiated with the program upon contract award or renewal.
8. Any incident deemed by the Alaska WIC Program as warranting a deficiency notice.
9. For unsatisfactory performance as described in numbers one through eight of this section, Vendor will be sent a written notification of the violations or deficiencies. Vendor must respond within 15 days with a corrective action plan to rectify the violations or deficiencies. Corrective actions must be completed within the timeframe required by the program, based on the circumstances of the violations or deficiencies.
10. Multiple instances of violations or deficiencies requiring corrective action may result in the termination of this contract.

STATE WIC PROGRAM RESPONSIBILITIES

Alaska WIC will:

1. Train WIC participants regarding program procedures for the use of the eMOV.
2. Make available daily the most current APL containing a complete listing of products that are approved for redemption by the eMOV program through its eWIC processor.
3. Reimburse the Vendor for all approved eWIC redemptions that are made in accordance with applicable State and federal requirements.
4. Notify Vendor of changes to federal statutes, regulations, and State policies or procedures governing the WIC Program before the changes are implemented. This includes notifying the Vendor of any changes in WIC approved foods and changes that affect WIC redemption or program requirements.
5. Monitor the Vendor for compliance with federal and State requirements, which may include routine monitoring visits, undercover compliance buys, investigations, and inventory audits.
6. Enforce compliance with the eMOV contract, federal statutes, rules, regulations, and Alaska WIC policies and procedures.
7. Amend the Vendor contract, as needed, to conform with changes to applicable federal and State program requirements.
8. Pursue any and all legal remedies in the event that the Vendor refuses to promptly pay any sums owed to Alaska WIC under the contract, including claims established by the program for overcharges, undelivered benefits, or other claims related to participants' redemption of benefits.
9. Provide initial and annual training on WIC procedures to the Vendor's eMOV operations manager, and any offeror staff responsible for training and supervision of employees who work in eMOV fulfillment.
10. Visit the offeror's facility(ies) multiple times per year at the State's expense for the purposes of training and periodic inspections.

eWIC PROCESSOR

The Alaska WIC Program's eWIC Processor, Fidelity Information Services, LLC, (FIS) and its subcontractor, Custom Data Processing (CDP), are not parties to this contract. FIS and CDP provide eWIC financial and technology services to the Program, including but not limited to:

1. Implementing and operating an online EBT system that uses debit card technology to process and authorize eWIC transactions.

2. Reimbursing WIC Vendors for approved eWIC transactions via ACH (the Federal Reserve's Automated Clearinghouse) payments.
3. Reporting benefit redemption data to Alaska WIC's SPIRIT management information system (MIS).
4. Providing and supporting stand-beside POS technology to retailers as requested by the State and/or the retailers to process eWIC purchase transactions
5. Providing connectivity and support to retailers using their own electronic cash register systems to process eWIC purchase transactions, including downloads of Alaska's APL to retailers systems for identification of WIC approved food items.
6. Testing the connectivity of the Vendor's POS with FIS's WIC Direct.
7. Certifying the correct processing of eMOV transactions originating from the eMOV vendor.
8. Accepting participant benefit data from the Program's SPIRIT MIS that contains both current and future benefits for eWIC households, and the beginning and ending dates of the benefits.

To enable online ordering and transaction of WIC participant's benefits using the eWIC card, the WIC Direct system will generate and transmit files for the eMOV vendor each night that include:

1. The current card (number) for each primary cardholder.
2. The authorization code that will be used in lieu of a PIN to enable transactions on the cardholder's EBA.
3. The eMOV APL.

Alaska WIC will assign a unique vendor number to authorize the eMOV Vendor in the SPIRIT MIS. Vendor's eWIC transactions will be processed through the Vendor's stand-beside POS terminal or integrated POS system like any other transaction described in Section 2.01 - eWIC BENEFIT ISSUANCE AND REDEMPTION PROCESS, except that the Authorization Code will be used by the eMOV vendor in lieu of a PIN to complete the transaction.

The Vendor will be required to work with FIS/CDP and the Program to develop and test any necessary functionality for the eMOV enablement.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **February 15, 2020**, for approximately two years until completion, approximately **February 14, 2022** with three one year optional renewal periods to be exercised at the sole discretion of the State.

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

SEC. 3.03 DELIVERABLES

The Vendor will be required to provide the following deliverables:

Deliverable One: Online Grocery Ordering System

Vendor must have a system that will:

1. Implement and maintain an online system to accept and process the eWIC transactions for eMOV customers purchasing approved WIC items using either a stand-beside POS terminal or an integrated POS system that

performs online WIC card transactions in accordance with the most recent version of published rules, policies, and specifications, including:

- a. FNS WIC EBT Operating Rules;
 - b. American National Standards Institute (ANSI) X9.93 specifications for WIC EBT transactions, a copy can be provided on request; and
 - c. FNS WIC EBT Technical Implementation Guide, a copy can be provided on request.
2. Ensure that the most current Alaska WIC APL file is downloaded daily to the eMOV vendor's POS system prior to processing any eWIC transactions.
 3. Have the capacity to accept and utilize the eMOV eligibility file that is generated on a daily basis by FIS/CDP through WIC Direct.
 4. Have the capability to send an email or SMS (text) message reminder to registered email participant if an order has been started, but has not been completed and submitted within a timeframe to be determined in consultation with Alaska WIC.
 5. Provide instructions for participants who need to order by phone or fax.

Deliverable Two: Website and Alternative Ordering Methods

Vendor must have a website that:

1. Meets the requirements for website accessibility under the Americans with Disabilities Act, using accessibility standards such as the World Wide Web Consortium (WCAG) Web Content Accessibility Guidelines (WCAG 2.0 AA, <https://www.w3.org/TR/WCAG20/>) for a website to be perceivable, operable, understandable, and robust.
2. Is compatible with, at a minimum, Internet Explorer, Google Chrome and Firefox.
3. Displays products from the Alaska WIC MOV APL that are identified as WIC approved.
4. If new items are added to the eMOV APL, the products will be identified as WIC approved on the website within five business days if the items are offered for sale on the website.
5. Has the ability to collect participant name, address, email address, and phone number and to accept WIC orders, and to save unfinished orders for later completion. Has a link to familynutrition.alaska.gov/, a link to the FIS cardholder portal <https://www.ebtedge.com/gov/portal/PortalHome.do>, and reference to the eWIC automated phone line where participants can check their benefit balance prior to placing an order: 1-844-386-3149.
6. Has clear and detailed ordering instructions including a description of the process for a WIC participant to place an order by telephone or fax.
7. Is mobile optimized, with a built-in mobile commerce shopping cart that participants can use with any mobile phone or tablet.
8. Is searchable for WIC-approved products.
9. Does not contain pop-up or display advertisements for WIC-approved or non-WIC-approved products on pages that display WIC products.
10. Has a 256-bit SSL certificate, and provides security for WIC participants' personally identifiable information.
11. Provides a confirmation email to participant after receiving each order.
12. Displays the contact information for assistance: familynutrition.alaska.gov/, the FIS cardholder portal <https://www.ebtedge.com/gov/portal/PortalHome.do>, or the eWIC automated phone line: 1-844-386-3149.

Deliverable Three: WIC Approved Products

Vendor must maintain an inventory of WIC approved foods available for order by WIC participants. The Vendor's list must include food items from all categories of WIC foods: Cheese, Eggs, Breakfast Cereal, Legumes, Canned Fish, Canned Fruits and Vegetables, Infant Cereal, Infant Fruits & Vegetables, Infant Meats, Bread/Whole Grains, Milk, and Juice in

approved package sizes. Perishable food items should not be proposed at this time. The variety available for online ordering should be sufficient to provide participants with broad choices from which to select their food items.

All proposed food items must be on Alaska WIC's Approved Products List (APL), which is available on the Alaska WIC website at <http://dhss.alaska.gov/dpa/Pages/nutri/wic/participants/wicfoodlist.aspx>.

Deliverable Four: Facility, Fulfillment Operations, Quality Control and Safety

Vendor must have a facility, operations, and quality controls sufficient to meet all of the requirements described in the Scope of Work. Additionally,

1. The Facility must:
 - a. Be located in a community accessible for barge or truck delivery of bulk food shipments.
 - b. Be located in a community accessible for State WIC staff to conduct monitoring and oversight of operations.
 - c. Be a warehouse or retail facility with adequate space to house the WIC food inventory and operations, including packing station(s) with point-of-sale capability for order fulfillment.
 - d. Have an Alaska Department of Environmental Conservation Food Establishment Permit, Municipality of Anchorage Health Department certification, or other health and safety permit required in its locale.
2. Fulfillment Operations must include:
 - a. Developing and installing any POS upgrades necessary to enable the flow of data and information from FIS/CDP's WIC Direct system for WIC participants to order from offeror.
 - b. WIC food orders accepted from participants at least five days per week, Monday through Friday, and at least eight hours per day.
 - c. Food orders generally mailed three, but no later than five business days after they have been placed.
 - d. Customer service available by phone during the hours that WIC food orders are accepted.
3. Quality Control and Safety includes:
 - a. Maintaining appropriate environmental controls for food safety and storage.
 - b. Providing notification to State WIC office within four hours of any interruptions in service during business hours, such as website malfunctions, power outages, or other problems, and providing the reason for the interruption, the expected duration, and the plan for resuming service.

Alaska WIC strongly desires the Vendor's online ordering system to calculate the adjusted balance of the participant's benefits as the order is placed to facilitate the participant's use of the entire household benefit.

SEC. 3.04 CONTRACT TYPE

This contract is a fixed fee with adjustment contract.

The resultant contract from this RFP will provide for payment to the vendor a set amount for all food items proposed for WIC participants to order online.

Requested food item increases will be considered at the time of contract extensions, approved based on price increases consistent with the most recent Consumer Price Index (CPI) assessment by the U.S. Bureau of Labor Statistics, or on a case-by-case basis if there is an unanticipated large increase in prices in a food category.

Shipping costs will be reimbursed upon invoice at the actual shipping cost paid by the vendor.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The Vendor will be credited through the eWIC processor for foods purchased by program participants via ACH following settlement of electronic banking transactions at the point of sale. The State will make payments for packaging materials and postage costs invoiced weekly to the State. Each billing must consist of an invoice that itemizes the food package cost related to each order that is fulfilled. No payment will be made until the invoice has been approved by the project director.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, State, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.07 LOCATION OF WORK

The Vendor is required to provide services to WIC participants in all locations within Alaska. The Vendor can provide services from a central location or several locations within the state. The locations where services will be provided must be described in the offeror's proposal.

The State will not provide workspace for the Vendor. The Vendor must provide its own workspace.

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

If the Vendor cannot certify that all work will be performed in the United States, the Vendor must contact the Procurement Specialist in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the 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. 3.08 THIRD-PARTY SERVICE PROVIDERS

The Vendor must provide, on an annual basis, a Statement on Standards for Attestation Engagements (SSAE) 18 SOC 1 Type 2 report that covers a full year of the Vendor's operations. Failure to provide this reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically Stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska. The cost of shipping from supplier to Vendor may not be inflated in the prices of WIC food items charged to the program.

SEC. 3.13 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the State may be grounds for the State to terminate the project team member, and / or contract.

SEC. 3.14 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 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. 3.15 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 project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication,

dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and State law, including the Social Security Act and HIPAA. The contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

1. Information concerning individuals participating in the Alaska WIC Program shall be disclosed only to the State of Alaska or its authorized representative. This includes, but is not limited to, any information about WIC participants that individually identify the participant or any family member(s) (collectively, “Confidential Information”).
2. The Offeror will establish and/or maintain procedures and controls that are acceptable to Alaska WIC to assure that no Confidential Information will be used or disclosed by the Offeror or its agents, officers, or employees, except for WIC purposes. The Offeror will also assume full responsibility for compliance with the standards for security of private or confidential records, data, software, or equipment required by federal and State statutes and the WIC EBT Operating Rules which mandate implementation of strict measures to ensure physical and electronic security of the same and the Offeror must take such measures as may be necessary and appropriate to protect such Confidential Information.

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

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

SEC. 3.17 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review the Standard Agreement, Appendix B (included in Section 8) for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the offeror's proposal.

SEC. 3.18 TERMINATION FOR DEFAULT

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

This clause does not restrict the State's termination rights under the contract provisions of Appendix A.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative Statements that illustrate their understanding the purpose, scope and all requirements of the project. This narrative needs to address the Offeror's understanding of the WIC Program and electronic transaction of WIC benefits by participants, and how its proposed solution will meet the project needs. As part of the narrative the Offeror should address the following:

- a. Offeror must show that they can meet the needs of the Alaska WIC Program to accept and fulfill food orders for WIC participants as Stated in the RFP scope of work.
- b. Offeror must demonstrate knowledge of electronic benefits transfer (EBT) for WIC.
- c. Offeror must demonstrate knowledge and experience of providing services to Alaskans in rural and remote rural locations, including all postal options for delivery to rural Alaskans, and understanding of the challenges of serving Bush Alaska.
- d. Offeror must demonstrate knowledge and understanding of communications and internet connectivity issues in rural Alaska and address how the offeror will provide the services described in the scope of work within the challenges of maintaining an accessible website and ordering system for rural WIC participants.

SEC. 4.04 EWIC ONLINE ORDERING AND FULFILLMENT PLAN

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 needs and schedule. As part of the narrative the Offeror should address the following:

- a. Offeror must show that the ordering system is online and available by phone or fax.
- b. Offeror must provide a website that WIC participants may use to order WIC foods. The website must meet the requirements described in Deliverable Two.

- c. Offeror must provide an ordering system for WIC participants to register as a WIC eMOV customer, including the ability to set up a recurring monthly order, or to submit an order monthly by the last valid date of the participant's benefits.
- d. Offeror must demonstrate the capability to provide the technology for participants to use their eWIC benefits for a mail order, transacted through Alaska's eWIC processor's WIC Direct System.
- e. Offeror must provide a system that deducts the WIC benefits from the participant's electronic benefits account at the time of sale. Offeror can either obtain a State-provided stand-beside POS device or integrate eMOV processing within their integrated POS system.
- f. Offeror must provide a Power Point demonstration of their eWIC ordering system from the user perspective. The demonstration should encompass the ordering process in its entirety, from the original on-line registration and placement of orders, any notifications to the recipient completing a transaction, and packaging/mailing the orders. The demonstration must include an audio or written narrative that explains, in detail, each segment or step of the process.
- g. Offeror must provide as an attachment to their proposal a spreadsheet containing a complete list of the food items proposed to be offered for order by WIC participants, current at the time the proposal is submitted. All proposed food items must be on Alaska WIC's Approved Products List (APL), which is available on the Alaska WIC website at <http://wic.alaska.gov>.
- h. The Offeror's list must include food items from all categories of WIC foods: Cheese, Eggs, Breakfast Cereal, Legumes, Canned Fish, Infant Cereal, Infant Fruits & Vegetables, Infant Meats, Bread/Whole Grains, Milk, and Juice in approved package sizes. The list should include only shelf-stable food items that will be allowed for purchase from the eMOV program.

The only dried eggs that have been identified and approved for this program are Ova Easy Egg Crystals, 4.5 oz. (12 eggs), produced by Nutrition, Inc. 500 SE 3rd Street, Panama, IA 50216, info@nutiom.com.

Offeror should submit their food list in the format provided in Attachment 6, Offeror's Proposed WIC Food Inventory. Product type, brand, package size, and Universal Product Code (UPC) must be provided for each food item.

- i. Offeror must provide a dedicated phone, fax and email for the eWIC program.
- j. Offeror must detail if their proposed online ordering system will calculate the adjusted balance of the participant's benefits as the order is placed to facilitate the participant's use of the entire household benefit.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative Statements that set out 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. As part of the comprehensive narrative the Offeror should address the following:

- a. Offeror must provide a project schedule, outlining when it will be ready for pilot and the projected date for full implementation.
- b. Offeror must describe the management structure for the operation of the WIC online ordering program, including an organization chart that demonstrates the lines of authority and the staffing plan for the program.
- c. Offeror must provide a narrative describing the staffing and training for eWIC online ordering.
- d. Offeror must describe how the eWIC online ordering program fits within the business model of the offeror (e.g. retail or warehouse operation), and, if any facilities are shared with other operations, how the eWIC online ordering program will be maintained as a discrete project with dedicated facility space and how any inventory tracking and controls will be used to support redemptions of WIC benefits.

The Alaska WIC Program is obtaining assistance from DHSS Finance and Management Services (FMS) Information Technology Services (ITS) for the procurement and implementation of the eMOV services. The Alaska WIC Program does not expect the Offeror's eMOV system to directly interface with the State of Alaska's network or IT environment, but expects that all connectivity and interfaces will be with the eWIC contractor, FIS/CDP. However, the Offeror will need to understand the IT standards implemented by ITS (included as IT Reference A - DHSS IT Requirements, IT Reference B - DHSS Project Management Requirements, IT Reference D - DHSS Information Technology Standards, and IT Reference F - Data Destruction Information and References). The Offeror also must respond to the questions listed in IT Reference C - Required Vendor Response - DHSS IT Requirements. IT Reference C is a standard template used by ITS for all IT projects. Consequently, a number of the questions included in the IT Reference C will not be applicable to this contract. For these questions, the Offeror should respond with a brief narrative as to why the requirement is not applicable to this contract.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work to develop the program described 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 have a minimum of one year of previous operations within the past three years providing online/mail orders of food to rural destinations in Alaska. This experience must be detailed in a narrative history of grocery delivery services not to exceed 750 words, and must include the dates of the operations, the locations served, what types of systems and procedures were used to process orders, average volume per month, and the range of products that were supplied.

SEC. 4.07 COST PROPOSAL

Cost proposals must complete and include the Attachment 7 "RFP 180000032 - Cost Proposal Secured" document. Failure to provide this document will result in the Offeror being deemed non-responsive and their proposal will be rejected.

SEC. 4.08 DEMONSTRATIONS

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

SEC. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. Evaluation Criteria and Contractor Selection.

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.

SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING, QUALITY CONTROL, AND SAFETY (100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? How well does the offeror's PowerPoint demonstrate this understanding?
- 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 project the State expects it to provide?
- 4) Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- 5) Has the offeror demonstrated an understanding of operating the project as described in rural Alaska?

SEC. 5.02 EWIC ORDERING AND FULFILLMENT (200 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) Does the offeror show the ordering system and is it online and by phone or fax?
- 2) Does the offeror provide a website that WIC participants may use to order WIC foods? Is the website accessible and useful according to objective standards such as the World Wide Web Accessibility standards? Does the website offer product information for every food item offered that has been approved for WIC?
- 3) Does the Offeror's ordering system allow for WIC participants to register as a WIC eMOV customer, including the ability to register a recurring monthly order, or to submit an order monthly during the valid dates for the benefits?
- 4) Does the Offeror's ordering system allow participants to use their eWIC benefits for a mail order, transacted through Alaska's eWIC processor's WIC Direct System?
- 5) Does the Offeror provide a system with the capability to recalculate the benefits during the ordering process to assist the participant to utilize her full benefits each month?
- 6) Did the Offeror provide a Power Point demonstration of their eWIC ordering system from the user perspective?
- 7) How well does the online ordering and fulfillment system meet the Program's vision for the eMOV?
- 8) Does the Vendor's online ordering system to calculate the adjusted balance of the participant's benefits as the order is placed to facilitate the participant's use of the entire household benefit? (25 Points)

SEC. 5.03 MANAGEMENT PLAN (100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the schedule set out in the RFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

- 6) To what degree is the proposal practical and feasible?
- 7) To what extent has the offeror identified potential problems?
- 8) Did the Offeror provide a dedicated phone, fax and email for the WIC program?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (200 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the project manager and fulfillment manager assigned to the eMOV have experience on similar projects?
- b) How extensive is the applicable experience of the personnel designated to work on the project?

2) Questions regarding the firm

- a) How well has the firm demonstrated experience in providing groceries by mail to rural Alaska?
- b) How successful is the general history of the firm regarding online ordering and fulfillment of orders to rural Alaskans?

SEC. 5.05 CONTRACT COST (200 POINTS)

Overall, 200 points of the total evaluation points will be assigned to cost. This will be split between the Food (Sample Box) and Packaging Criteria costs at 150 and 50 points respectively. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to each cost section individually. The point allocations for cost will be determined through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (100 POINTS)

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. This amount will be added to the overall evaluation score of each Alaskan offeror.

SEC. 5.07 DEMONSTRATION (100 POINTS)

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

1. How participants will order their prescribed WIC foods online, and by phone, or fax;
2. How the online website will meet the objectives set out in Section 3: Scope of Work;
3. How participants will register as online WIC customers;
4. How WIC food items will be identified on the website and how the offeror will maintain the identified foods as currently allowed WIC items;

5. How the offeror will verify the participant's current benefits and ensure that only eligible foods will be mailed to eMOV participants;
6. How the online ordering process will provide notice of errors and resolve errors;
7. How communications with participants will be conducted, e.g. to clarify orders and/or to notify when foods are ordered but are not included in the participant's current electronic benefits account (EBA);
8. Where the offeror's facility is located and will be physically organized to accept and fulfill WIC orders;
9. How the selection, packaging, and mailing of eMOV orders will be conducted.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. 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 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**, <https://www.commerce.alaska.gov/web/cbpl/>, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 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 Specialist 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 Specialist 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 Specialist 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 Specialist. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Specialist. Discussions, if held, will be after initial evaluation of proposals by the Procurement Specialist or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Specialist 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 Specialist 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 Specialist, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the Procurement Specialist 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 telephonically or via video conference.

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 Specialist will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal 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 Specialist at least ten days prior to the deadline for receipt of proposals.

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

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

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

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

The Procurement Specialist will issue a written response to the protest. The response will set out the Procurement Specialist'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 Specialist, 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 contracts for professional services, 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 **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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)

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 Statement

In order to receive the Alaska Bidder Preference, the proposal must include a Statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the Statement must also identify each member or partner and include a Statement certifying that all members or partners are residents of the State.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the Statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a Statement certifying that all of those members or partners are residents of the State.

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.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a Statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

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 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 8. EXHIBITS 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 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. 7.04 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: <http://www.State.gov/j/tip/>

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the Procurement Specialist.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

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

SEC. 7.06 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. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 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 Specialist.

SEC. 7.09 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. 7.10 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. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 1.12 RIGHT OF REJECTION**. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 APPENDICES & ATTACHMENTS

Appendices (included within the body of this document)

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Template
- 3) USDA FNS Federal Requirements
- 4) Solicitation Checklist
- 5) Debarment Certification

Attachments (included as separate documents)

- 6) Offerors Proposed WIC Food Inventory Template
- 7) Cost Proposal Template
- 8) IT Reference A - DHSS IT Requirements
- 9) IT Reference B - DHSS Project Management Requirements
- 10) IT Reference C - Required Vendor Response - DHSS IT Requirements
- 11) IT Reference D - DHSS Information Technology Standards
- 12) IT Reference F - Data Destruction Information and References
- 13) IT Reference H - DHSS Sample Security Authorization Package - Moderate Control Set

* IT Reference E and G are intentionally removed

Appendix 1 – Proposal Evaluation Form

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **180000032/0617-141**

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding, quality Control, and Safety – 100 points

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? How well does the offeror's PowerPoint demonstrate and understanding?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES

- 3) To what degree has the offeror demonstrated an understanding of the project the State expects it to provide?

NOTES

- 4) Has the offeror demonstrated an understanding of the State's time schedule and can meet it?

NOTES

5) Has the offeror demonstrated an understanding of operating the project as described in rural Alaska?

NOTES

TOTAL POINTS FOR 5.01

5.02 eWIC Ordering and Fulfillment – 200 Points (including question #8)

Proposals will be evaluated against the questions set out below:

1) Does the offeror show the ordering system and is it online and by phone or fax?

NOTES

2) Does the offeror provide a website that WIC participants may use to order WIC foods? Is the website accessible and useful according to objective standards such as the World Wide Web Accessibility standards? Does the website offer product information for every food item offered that has been approved for WIC?

NOTES

3) Does the Offeror's ordering system allow for WIC participants to register as a WIC eMOV customer, including the ability to register a recurring monthly order, or to submit an order monthly during the valid dates for the benefits?

NOTES

4) Does the Offeror's ordering system allow participants to use their eWIC benefits for a mail order, transacted through Alaska's eWIC processor's WIC Direct System?

NOTES

- 5) Does the Offeror provide a system with the capability to recalculate the benefits during the ordering process to assist the participant to utilize her full benefits each month?

NOTES

- 6) Did the Offeror provide a Power Point demonstration of their eWIC ordering system from the user perspective?

NOTES

- 7) How well does the online ordering and fulfillment system meet the Program's vision for the eMOV?

NOTES

- 8) Does the Vendor's online ordering system calculate the adjusted balance of the participant's benefits as the order is placed to facilitate the participant's use of the entire household benefit? (25 Points)

NOTES

TOTAL POINTS FOR 5.02

5.03 Management Plan – 100 Points

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES

- 2) How well is accountability completely and clearly defined?

NOTES

-
-
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES

- 4) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES

- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES

- 6) To what degree is the proposal practical and feasible?

NOTES

- 7) To what extent has the offeror identified potential problems?

NOTES

- 8) Did the Offeror provide a dedicated phone, fax and email for the WIC program?

NOTES

TOTAL POINTS FOR 5.03

5.04 Experience and Qualifications – 200 Points**Proposals will be evaluated against the questions set out below:****1) Questions regarding the personnel:**

- a) Does the project manager and fulfillment manager assigned to the eMOV have experience on similar projects?

NOTES

-
-
- b) How extensive is the applicable experience of the personnel designated to work on the project?

NOTES

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in providing groceries by mail to rural Alaska?

NOTES

-
-
- b) How successful is the general history of the firm regarding online ordering and fulfillment of orders to rural Alaskans?

NOTES

TOTAL POINTS FOR 5.04:

5.06 Alaska Offeror Preference — 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. This preference will be assigned 10 percent of the total available points. This amount will be added to the overall

evaluation score of each Alaskan offeror.

5.07 Demonstrations – 100 Points

Proposals will be evaluated against the questions set out below:

- 1) How participants will order their prescribed WIC foods online, and by phone, or fax?

NOTES

- 2) How the online website will meet the objectives set out in Section 3: Scope of Work?

NOTES

- 3) How participants will register as online WIC customers?

NOTES

- 4) How WIC food items will be identified on the website and how the offeror will maintain the identified foods as currently allowed WIC items?

NOTES

- 5) How the offeror will verify the participant's current benefits and ensure that only eligible foods will be mailed to eMOV participants?

NOTES

6) How the online ordering process will provide notice of errors and resolve errors?

NOTES

7) How communications with participants will be conducted, e.g. to clarify orders and/or to notify when foods are ordered but are not included in the participant's current electronic benefits account (EBA)?

NOTES

8) Where the offeror's facility is located and will be physically organized to accept and fulfill WIC orders?

NOTES

9) How the selection, packaging, and mailing of eMOV orders will be conducted?

NOTES

TOTAL POINTS FOR 5.07 _____

EVALUATORS COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

Appendix 2 - Standard Agreement Form for Professional Services

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title		
3. Vendor Number	4. IRIS CT Number	5. Alaska Business License Number	
This contract is between the State of Alaska,			
6. Department of Health & Social Services		Division	hereafter the State, and
7. Contractor			hereafter the contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>8.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the provision for payment</p> <p>2.6 Appendix E governs the use of Protected Health Information under this contract.</p> <p>2.6 Appendix F confirms the contractor is in good legal standing with the federal government.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>Start Date</u>, and ends <u>End Date</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$ 0000.00</u> in accordance with the provisions of Appendix D.</p>			
9. Department of Health & Social Services		Attention: Division of Finance & Management Services	
Mailing Address PO Box 110650, Juneau, Alaska 99811-0650		Attention: Grants & Contracts Support Team	
10. CONTRACTOR		<p>12. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
11. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title Project Director			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A

General Provisions

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful

discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection.

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose

indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure.

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

Appendix B²

Indemnity and Insurance

Article 1. 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.

Article 2. Insurance

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 contracting 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.

2.1 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.

2.2 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.

2.3 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.

2.4 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-\$499,999		\$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	

Appendix C

Description of Services

*Should there be a conflict among documents, the following order of precedence shall govern the resolution of conflicts:
First, this contract document, Second, the RFP, Third, the proposal.*

Scope of Work

Deliverables

In accordance with the Scope of Work above, the contractor will complete the following deliverables:

Appendix D

Payment for Services

Payment for services provided shall not exceed \$ 0.00 for the period of performance of this contract.

Invoicing

The Contractor will submit monthly invoices detailing services performed in accordance with Appendix C.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: 0000-000
- include an invoice number
- Reference the Alaska Division being served
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period

for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract 0000-000 in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix E
State of Alaska, Department of Health & Social Services
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Business Associate Agreement

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health and Social Services ("Covered Entity" or "CE") and **Insert Vendor Name here** ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;
- D. CE may operate a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. 290dd-2 and 42 C.F.R. Part 2 (collectively "Part 2"); and
- E. BA may be a Qualified Service Organization ("QSO") under Part 2 and therefore must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.
 - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
 - b. Specific:
 - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. Permitted Uses and Disclosures by Business Associate.

- a. BA may only use or disclose PHI for the following purposes:
 - b. BA may use or disclose PHI as required by law.
 - c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
 - d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
 - e. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
 - f. BA may provide data aggregation services related to the health care operations of CE.

3. Obligations of Business Associate.

- a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

- b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall not use personally owned devices to create, receive, maintain or transmit PHI. Devices the BA uses to create, receive, maintain or transmit CE's electronic PHI shall be owned and managed by BA or CE.

BA shall patch its operating system and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.

- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to. BA shall provide CE, upon request, with a written report detailing the results of the risk assessment within 5 days.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
 - n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty or fine imposed on CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
- 4. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
 - 5. Termination.
 - a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.

- b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
- c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.
6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
7. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.
8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.
12. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to HSS-Security@alaska.gov in addition to the CE.

In witness thereof, the parties hereto have duly executed this BAA as of the effective date.

Appendix 3 – Federally Required Language Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

Signature of Official / Date

03/96

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: a. Contract b. Grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial/filing b. material change For Material Change Only: Year_____ quarter_____ Date of last report_____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known Congressional District, if known:	5. If Reporting In No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:_____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____	
Federal Use Only:		Authorized for Local Reproduction Standard Form-LLL (Rov. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation to Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "FRP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

USDA / FNS Federal Procurement Clauses

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II)

Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

Royalty-Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Appendix 4 – Solicitation Checklist

Important note to offerors: This checklist is provided to assist offerors and the Procurement Specialist in addressing and/or locating specific requirements identified in this solicitation.

Offerors must complete and return this form.

Completion of this form does not guarantee a declaration of responsiveness.

Offeror's Name: _____

1. Contact Information

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website)

of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

Provided on page(s) #_____.

2. OFFEROR'S CERTIFICATION (RFP SECTION 1.08)

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of 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 solicitation;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the offers will remain open and valid for at least 90 days; and
- h. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

Provided on page(s) #_____.

3. Conflict of Interest (RFP Section 1.08)

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. If no potential conflict of interest exists, the proposal must state so.

Provided on page(s) # _____.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (RFP Section 1.08)

Each proposal must include a signed certification form, included in Section 8: Attachments

Provided on page(s) # _____.

5. Minimum Qualifications (RFP Section 1.04)

The offeror, and any subcontractors, must provide proof of meeting the minimum prior experience requirements described in Section 1. Dates/timelines must be included.

Evidence provided on page(s) # _____.

6. Vendor Tax ID (RFP Section 1.08)

A valid Vendor Tax ID must be submitted with the proposal or within five days of the State's request.

Provided on page(s) # _____.

7. Alaska Business License (RFP Section 6.02)

The offeror, and any subcontractors, hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Provided on page(s) # _____.

8. Statement requesting application of any eligible preferences. (RFP Section 6.11-6.15)

Certain preferences apply to all contracts for professional services, including the Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences. In order to receive a qualified preference, a statement indicating which preferences are applicable must be included in the proposal. The State may request evidence in support of the preference.

Information regarding available preferences and the required qualifications is located at the State of Alaska Division of General Service's website: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Provided on page(s) # _____.

Appendix 5 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed by the contractor that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be signed along with the contract documents.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.