

# STATE OF ALASKA REQUEST FOR PROPOSALS



COORDINATOR/PLANNER FOR THE CITIZENS' REVIEW PANEL

RFP 200000794

ISSUED: MAY 8, 2020

The Alaska Department of Health and Social Services, Office of Children's Service (OCS) is soliciting the services of a contractor to Coordinator/Planner for the Citizens' Review Panel

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ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES  
OFFICE OF CHILDREN'S SERVICES

PRIMARY CONTACT:

KELSEY JOHNSTON  
PROCUREMENT OFFICER  
KELSEY.JOHNSTON@ALASKA.GOV

(907) 465-1625

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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 OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

## TABLE OF CONTENTS

SECTION 1 INTRODUCTION & INSTRUCTIONS.....	4
SEC 1.01 PURPOSE OF THE RFP .....	4
SEC 1.02 BUDGET .....	4
SEC 1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC 1.04 PRIOR EXPERIENCE .....	4
SEC 1.05 REQUIRED REVIEW .....	5
SEC 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	5
SEC 1.07 RETURN INSTRUCTIONS.....	5
SEC 1.08 PROPOSAL CONTENTS .....	6
SEC 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	7
SEC 1.10 AMENDMENTS TO PROPOSALS.....	7
SEC 1.11 AMENDMENTS TO THE RFP .....	7
SEC 1.12 RFP SCHEDULE.....	8
SEC 1.13 PRE-PROPOSAL CONFERENCE .....	8
SEC 1.14 ALTERNATE PROPOSALS .....	8
SEC 1.15 NEWS RELEASES.....	8
SECTION 2 BACKGROUND INFORMATION .....	9
SEC 2.01 BACKGROUND INFORMATION .....	9
SECTION 3 SCOPE OF WORK & DELIVERABLES.....	11
SEC 3.01 SCOPE OF WORK.....	11
SEC 3.02 CONTRACT TERM AND WORK SCHEDULE.....	14
SEC 3.03 DELIVERABLES .....	14
SEC 3.04 CONTRACT TYPE.....	15
SEC 3.05 PROPOSED PAYMENT PROCEDURES.....	15
SEC 3.06 CONTRACT PAYMENT.....	15
SEC 3.07 LOCATION OF WORK.....	16
SEC 3.08 SUBCONTRACTORS.....	17
SEC 3.09 JOINT VENTURES.....	17
SEC 3.10 RIGHT TO INSPECT PLACE OF BUSINESS.....	17
SEC 3.11 CONTRACT PERSONNEL.....	17
SEC 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	17
SEC 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	17
SEC 3.14 NONDISCLOSURE AND CONFIDENTIALITY.....	18
SEC 3.15 INDEMNIFICATION.....	18
SEC 3.16 INSURANCE REQUIREMENTS .....	19
TERMINATION FOR DEFAULT .....	19
SECTION 4 PROPOSAL FORMAT AND CONTENT.....	20
SEC 4.01 PROPOSAL FORMAT AND CONTENT.....	20
SEC 4.02 INTRODUCTION .....	20
SEC 4.03 UNDERSTANDING OF THE PROJECT .....	20
SEC 4.04 METHODOLOGY USED FOR THE PROJECT.....	20
SEC 4.05 MANAGEMENT PLAN FOR THE PROJECT .....	20
SEC 4.06 EXPERIENCE AND QUALIFICATIONS.....	20
SEC 4.07 COST PROPOSAL .....	21
SEC 4.08 EVALUATION CRITERIA.....	21

SECTION 5 EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	22
SEC 5.01 UNDERSTANDING OF THE PROJECT (10%).....	22
SEC 5.02 METHODOLOGY USED FOR THE PROJECT (20%).....	22
SEC 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%).....	22
SEC 5.04 EXPERIENCE AND QUALIFICATIONS (10%).....	23
SEC 5.05 CONTRACT COST (40%).....	23
SEC 5.06 ALASKA OFFEROR PREFERENCE (10%).....	23
SECTION 6 GENERAL PROCESS INFORMATION.....	24
SEC 6.01 INFORMAL DEBRIEFING.....	24
SEC 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	24
SEC 6.03 SITE INSPECTION.....	24
SEC 6.04 CLARIFICATION OF OFFERS.....	25
SEC 6.05 DISCUSSIONS WITH OFFERORS.....	25
SEC 6.06 EVALUATION OF PROPOSALS.....	25
SEC 6.07 CONTRACT NEGOTIATION.....	25
SEC 6.08 FAILURE TO NEGOTIATE.....	26
SEC 6.09 OFFEROR NOTIFICATION OF SELECTION.....	26
SEC 6.10 PROTEST.....	26
SEC 6.11 APPLICATION OF PREFERENCES.....	27
SEC 6.12 ALASKA BIDDER PREFERENCE.....	27
SEC 6.13 ALASKA VETERAN PREFERENCE.....	28
SEC 6.14 ALASKA OFFEROR PREFERENCE.....	28
SEC 6.15 FORMULA USED TO CONVERT COST TO POINTS.....	29
SEC 6.16 EXAMPLES: CONVERTING COST TO POINTS.....	29
SECTION 7 GENERAL LEGAL INFORMATION.....	31
SEC 7.01 STANDARD CONTRACT PROVISIONS.....	31
SEC 7.02 QUALIFIED OFFERORS.....	31
SEC 7.03 PROPOSAL AS A PART OF THE CONTRACT.....	31
SEC 7.04 ADDITIONAL TERMS AND CONDITIONS.....	31
SEC 7.05 HUMAN TRAFFICKING.....	31
SEC 7.06 RIGHT OF REJECTION.....	32
SEC 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	32
SEC 7.08 DISCLOSURE OF PROPOSAL CONTENTS.....	32
SEC 7.09 ASSIGNMENT.....	33
SEC 7.10 DISPUTES.....	33
SEC 7.11 SEVERABILITY.....	33
SEC 7.12 SUPPLEMENTAL TERMS AND CONDITIONS.....	33
SEC 7.13 SOLICITATION ADVERTISING.....	33
SEC 7.14 FEDERALLY IMPOSED TARIFFS.....	33
SECTION 8 ATTACHMENTS.....	35
SEC 8.01 ATTACHMENT 1 – COST PROPOSAL.....	36
SEC 8.02 ATTACHMENT 2 - RFP CHECKLIST.....	38
SEC 8.03 ATTACHMENT 3 - PROPOSAL EVALUATION FORM.....	40
SEC 8.04 ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT.....	44
SEC 8.05 ATTACHMENT 5 – ALASKA BIDDER PREFERENCE CERTIFICATION FORM.....	46
SEC 8.06 ATTACHMENT 6 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES).....	50

## Section 1 Introduction & Instructions

### SEC 1.01 PURPOSE OF THE RFP

The Department of Health and Social Services, Office of Children's Services is seeking proposals from qualified offerors to serve as a Contractor for the Citizens' Review Panel.

### SEC 1.02 BUDGET

Department of Health and Social Services estimates a budget not to exceed \$100,000 dollars for the initial period of performance with the addition of two (2) one (1) year renewal options of \$100,000.00. Proposals priced at more than \$300,000 for the project will be considered non-responsive. Renewals to be exercised at the sole discretion of the State.

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 12:00 pm prevailing Alaska Time on May, 26<sup>th</sup> 2020. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC 1.04 PRIOR EXPERIENCE

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

**Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.**

- A. The offeror must provide written evidence in their proposal that the main staff person responsible for the project has at least two (2) years' experience in the last ten (10) years working within the field of child protection or child welfare services.
- B. The offeror must provide written evidence in their proposal of experience in coordination of: task forces, committees, or other groups that includes coordination of travel, creating agendas, taking minutes, report writing, managing a budget and tracking expenditures.
- C. The offeror must provide written evidence in their proposal of experience with volunteer management, recruitment, development and coordination.
- D. The offeror must provide written evidence in their proposal of direct experience with researching, interpreting and application of federal and state statutes, regulations, policies and procedures.

An offeror's failure to meet these minimum 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 questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

## SEC 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 12 noon on May 15<sup>th</sup>, 2020.

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 officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Kelsey Johnston  
[kelsey.johnston@alaska.gov](mailto:kelsey.johnston@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:

[hss.procurement.proposal@alaska.gov](mailto: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 Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, 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 Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer 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 submitted a proposal by mail, Offerors must submit one hard copy of their proposal, to the procurement officer, in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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

Department of Health and Social Services  
Division of Finance and Management Services  
Attention: Kelsey Johnston, Procurement Officer  
RFP Number: 200000794  
RFP Title: **COORDINATOR / PLANNER FOR THE CITIZENS' REVIEW PANEL**

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; and

- g. that the offers will remain open and valid for at least 90 days.

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

**(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 procurement officer 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 contract to be performed by the offeror.

**(E) Federal Requirements**

- a. 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**

- a. 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 officer 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 notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

## 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. All times are Alaska Standard Time (AKST).

- Issue RFP on May 8<sup>th</sup>, 2020
- Deadline for receipt of questions at 12:00 noon on May 15<sup>th</sup>, 2020
- Deadline for receipt of proposals at 12:00 noon on May 29<sup>th</sup>, 2020
- Proposal Evaluation Committee complete evaluation by June 12<sup>th</sup>, 2020
- State of Alaska issues Notice of Intent to Award a Contract by June 16<sup>th</sup>, 2020
- State of Alaska issues contract award by June 26<sup>th</sup>, 2020
- Contract begins July 1, 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 pre-proposal conference will **not** be held for this solicitation.

Interested parties may submit questions in writing per RFP Section 1.06.

## 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

#### Introduction

The Citizens' Review Panel (Panel) is mandated by the federal Child Abuse Prevention and Treatment Act (P.L. 111-320) and Alaska statute (AS 47.14.205-295) to review the child protection system and process with a particular focus on the functions, practices, policies and procedures of the Office of Children's Services. The federal mandate as outlined in the Child Abuse Prevention and Treatment Act (CAPTA), states: "The Citizens' Review Panel shall examine the policies, procedures, and practices of State and local agencies and where appropriate, specific cases, to evaluate the extent to which State and local child protection system agencies are effectively discharging their protection responsibilities."

#### History and Membership:

Nationally, the Citizens' Review Panels were created in all 50 states, based on the mandates outlined in CAPTA. In Alaska, the Citizens' Review Panel was formed in May 2002. In 2006, and in partnership with the Panel, OCS elected to create the Coordinator/Planner contract for the Panel. The purpose of the contract was to assist the Panel with coordination and administrative functions. By establishing the contract, the Panel was able to be autonomous from the OCS in their evaluation of the child protection services in Alaska, as 3<sup>rd</sup> party evaluators of the child protection services system.

The panel is composed of volunteer members who are broadly representative of the state, including members who have expertise in the prevention and treatment of child abuse and neglect and from various areas of the state. The CRP is committed to having a good cross-representation of membership from all of the 5 OCS service regions in Alaska.

#### Function:

The Panel has two primary roles:

1. to evaluate the extent to which State and local child protection system agencies in Alaska are effectively discharging their child protection responsibilities in accordance with:
  - the State plan (5-year Child and Family Services Plan);
  - child protection standards; and
  - any other criteria that the panel considers important to ensure the protection of children.
  - to provide public outreach regarding child protection system improvements.
2. to conduct public outreach and collect opinions of various constituents on the child protection system in Alaska.

#### Meetings:

The Panel is mandated to meet at least once a quarter or four times per year. Additional meetings may be held as required by the Panel.

### **Public Outreach:**

The Panel is subject to the State of Alaska Open Meetings Act (AS 44.62.310-312); under these statutory requirements the Panel provides public outreach and receives public comment in order to assess the impact of current procedures and practices upon children and families in the community. Additionally, the Panel may meet with various community partners and other interested groups to assist in their evaluation of the child protection system in Alaska.

### **Annual Report:**

The Panel is responsible for the preparation and distribution of an annual report containing a summary of the activities of the Panel and recommendations to improve the child protection services system at the State and local levels. AS 47.14.255, requires the Panel to make the annual report available to the governor, the legislature and the public.

Not later than 6 months after the date on which a report is submitted by the Panel to the Office of Children's Services (OCS), OCS shall submit a written response to the Panel that describes whether or how the State will incorporate the recommendations of the Panel (where appropriate) to make measurable progress in improving the State and local child protection system.

For further information about the Panel's functions, activities and mandates, see the Panel's website at: [crpalaska.org](http://crpalaska.org).

### **Role of Contractor**

The contractor is expected to serve as a coordinator/planner for the Panel; ensuring that the Panel is meeting the mandates and expectations that are outlined above. The Coordinator/Planner is vital to the overall success and operation of the Panel in meeting the necessary mandates. The Panel's work is highly collaborative. The Coordinator/Planner is expected to closely collaborate with the Panel's leadership in preparing various documents through the year and the annual report. The Panel has identified the following broad areas for which the coordinator/planner is expected to provide assistance and support to the Panel through this contract.

- Member Services
- Panel Relationships
- Operations
- Communications

Further information about each area is further defined in the scope of work and deliverables sections of the RFP.

In addition to the four areas above, additional assistance may be required by the Panel. The contractor must be able to accommodate to new requests and responsibilities and work with the Panel and OCS to ensure that the expanding work remains within the scope of this contract.

## Section 3 Scope of Work & Deliverables

### SEC 3.01 SCOPE OF WORK

The Department of Health and Social Services, Office of Children's Services (OCS), is soliciting proposals for a Coordinator/Planner for the Citizens' Review Panel, (hereafter referred to as the contractor). The contractor will be responsible for the following scope of work:

1. Member services:
  - a. Volunteer management (i.e. working to ensure members are informed about the panel's roles and responsibilities, and engaged in the panel's work).
  - b. Developing and providing member orientation and training
  - c. Identify training needs of members, and arrange for periodic training sessions
2. Panel Relationships:
  - a. Build and maintain a healthy relationship with OCS and other child protection and welfare agencies in Alaska
  - b. Ensuring that the Panel is functional and true to its mandate
  - c. Establish and maintain relationships with all other relevant agencies and organizations as identified by the Panel.
3. Operations:
  - a. Manage the Panel budget which includes: booking travel for all CRP members; all Panel supplies, and teleconference costs.
  - b. Develop meaningful and predictable management plan for the Panel's general logistics
  - c. Manage the Panel's operations according to the Panel's operating guidelines. A current copy of the operating guidelines are posted on the Panel's website: <http://crpalaska.org/wp-content/uploads/docs/Alaska-CRP-Guidelines-01.06.2015-.pdf>
  - d. Ensure the Panel operates as per current federal and state statutes
4. Communications:
  - a. Develop, maintain and manage a website for the Panel to communicate with and collect comments from the public.
  - b. Field and respond to, and direct all external communications to the Panel Chair and/or other members as appropriate.

Within this general framework, below are details of specific methods and models the Panel uses to conduct its business. The contractor must become knowledgeable about, and stay current with, the methods and models used by Citizens Review Panels in other states, and present best practice options for the Panel's consideration and adoption.

#### Meetings:

The Panel holds mandatory meetings every three months, or a total of four per year. Additional meetings are held as required by the Panel. The coordinator/planner will attend via telephone or teleconference and will organize the meetings and keep minutes as required by the Panel.

### **Annual Work Plan:**

The contractor will assist the Panel in establishing annual goals through an annual work plan. The contractor shall coordinate the work of the Panel including but not limited to, working with state and local agencies:

- to request information and files;
- to establish and maintain CRP files and documents; and
- to coordinate meeting logistics to include materials, supplies, space and equipment.

The information shall be summarized in a format that allows the Panel to adequately review the ascribed agencies. The following are examples of data/information needed by the Panel:

- a) Intake screening- the response process to reported abuse and neglect.
- b) Investigation and assessments of the reports of harm or abuse and neglect.
- c) Case disposition- process of case classification according to state law.
- d) Agency decisions- balancing between child safety and family preservation.
- e) Case service planning- reacting to the investigation and reviewing how the agency identifies individualized strategies to handle each case.
- f) Crisis intervention- the process undertaken to react to emergency situations.
- g) Case closure- review how cases are closed based on child safety or family progress rather than case length or heavy caseload.

### **CRP Annual Planning Meeting:**

The contractor is expected to travel to the annual CRP planning meeting in Anchorage, Alaska. The Contractor should plan, and include in their cost proposal, to have at least one employee travel to Anchorage for 2 days to attend the meeting. The vendor's proposed cost for this travel must include all costs such as airfare, lodging, per diem, rental car, etc.

### **Site Visits:**

The Panel visits the five OCS regions each year to observe and examine various policies and practices as implemented in those regions. The contractor is expected to provide logistical support, arrange member travel, arrange meetings, and prepare a site visit report to be distributed to OCS senior leadership within 10 working days after the conclusion of the visit. The contractor is not expected to attend site visits unless they travel as a substitute for a panel member. Travel by the contractor to the site visit must be approved in advance by the project director and the travel costs will be included as part of the panel travel costs (\$20,000 for the first term and \$30,000 for subsequent terms) included in the contract budget. The contractor will provide panel members with a pre-site visit information packet prior to the site visit which will provide all necessary details for the trip and include a template for Panel members to provide written notes on their observations upon the completion of the trip. The contractor is expected to compile these notes into a coherent report (in consultation with the Panel) to be delivered to OCS leadership within 10 business days after the end of the site visit.

### **Travel costs:**

The contractor will be responsible for booking travel arrangements (flight, hotel, and rental car) for CRP members and for reimbursing panel members for per diem costs. ALL travel associated with this contract (both contract travel and travel by CRP members) will be reimbursed in accordance with the following travel restrictions.

1. Travel by the contractor ANYWHERE other than to the annual planning meeting MUST be approved in advance by the project director even if the travel is requested by the CRP.
2. The contractor must request approval from the project director in advance before arranging travel for CRP members in excess of the five annual site visits, one annual visit to Juneau for public outreach and reporting, and travel to the national conference of more than two members).
3. Travel costs for both the contractor's employees and CRP members will be invoiced at the actual cost associated with flight, accommodations and rental car. Copies of receipts and boarding passes for flights must be submitted with the invoice. The State will pay for coach travel only. Copies of original hotel receipts must be submitted with the invoice. Actual lodging expenses that exceed \$250 room rate per night, excluding taxes, must be approved in advance by the project director. Copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance by the project director) and the rental period is to cover the business travel period only. The maximum amount for food and other travel related incidentals is \$60 per day per person. Travel reimbursement is not authorized for meetings or site visits within 50 miles of where the traveler (CRP member or contractor employee) resides or works.

#### **Public Outreach Plan:**

The contractor will develop a public outreach plan for the Panel.

#### **Annual Report:**

The Panel is required to issue an annual report to the state legislature and public by June 30<sup>th</sup> of each year. The annual report will include a summary of Panel's activities through the year and recommendations to help improve the child protection system. The contractor will be responsible for collecting all required information and the Panel's conclusions and prepare the annual report. The annual report will require a two-week public comment period. The contractor will work with the Panel Chairperson to present the annual report to the full Panel for final approval prior to distribution.

#### **Compliance with Statutes:**

The contractor will present to the Director of the Office of Children's Services or the OCS Director's designee regular reports on the progress and activities of the Panel. The OCS Director, or Director's designee, will monitor the Panel's compliance with CAPTA requirements. Should the Panel fall out of compliance with the CAPTA requirements, the contractor will present a list of recommended solutions to aid the panel in returning to compliance with CAPTA. The contractor will document and coordinate with the OCS Director, or Director's designee and the Panel, a written plan for compliance with CAPTA requirements.

## SEC 3.02 CONTRACT TERM AND WORK SCHEDULE

The term of this contract will be from July 1, 2020 – June 30, 2021, with two (2) available annual renewal options, to be exercised at the sole discretion of the state. The full term of the contract, if the renewal is executed, will run from July 1, 2020- June 20, 2023

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

## SEC 3.03 DELIVERABLES

Based on the Scope of Work (Section 3.01 above), the contractor will be responsible for provision of the following deliverables:

The Planner/Coordinator will provide deliverables in the four major areas. Each deliverable must be in accordance with the Panel's operating guidelines, and applicable state and federal statutes.

1. Member Services include:
  - a. Prepare and implement a Recruitment and Training Plan.
  - b. Keep the members informed of all their procedural and policy roles, rights, and responsibilities.
  - c. Develop and orientation packet for new members
2. Panel Relationships include:
  - a. Build and maintain a healthy relationship with OCS and other CPS agencies in the state.
  - b. Establish and maintain relationships with all other relevant agencies and organizations as identified by the Panel.
3. Operations include:
  - a. In consultation with the Panel prepare an annual work plan each year at the beginning of the year, and report to the Panel on a monthly basis, progress on each goal of the work plan. The coordinator is expected to work closely with the Panel members to accomplish the goals of the work plan, and will be responsible for progress on each goal.
  - b. Arrange meetings; prepare agendas; compile required handout materials; keep detailed minutes of all Panel committee and subcommittee proceedings; Prepare and submit an annual budget to the Panel, and provide the Chair with a brief monthly report of the work performed along with the monthly invoice.
  - c. Manage the CRP budget including travel for all members, teleconferences, and supplies. Purchase all the supplies, reimburse members, and track the expenditures of the CRP in performance of their duties.
  - d. Work closely with the Panel to organize site visits (preparing materials, arranging travel and lodging, scheduling meetings, and prepare site visit report).
  - e. Make all travel and lodging arrangements for CRP members and secure meeting location.

- f. Invite and make necessary arrangements for guests to attend CRP meetings at the request of the CRP.
  - g. Identify and build appropriate review or evaluative tools for the Panel.
  - h. Prepare policy summaries for the Panel members.
  - i. Prepare, develop and implement a robust public outreach plan. The Public Outreach Plan will identify specific methods of collecting public input, and ways the Panel communicates its work to the public. The Citizens' Review Panel is subject to the Open Meetings Act (AS 44.62.310-312).
  - j. Assist the panel with problem clarification and resolution building.
  - k. Gather/collate data through surveys, and other methods as requested by the Panel.
  - l. Distribute the annual report at a minimum to:
    - Every Alaska state legislator
    - The Commissioner of the Department of Health and Social Services
    - The Director of the Office of Children Services
    - The Governor's Office
    - DHSS Public Relations staff, and
    - Any interested member of the public.
    - Other duties that are within the scope of this RFP as requested by the Panel and/or the Panel Chair.
4. Communications:
- a. Maintain working contact information for all members
  - b. Maintain the Panel website and update information to the website as requested by the Panel chair. The website is located on the current contractor's website. The website will need to be transferred to the successful offeror's site upon contract award. The offeror's cost proposal should include any associated costs to move the website upon award.
  - c. Field and respond to/direct all external communication to the Chair or other members as appropriate
  - d. Serve as the contact person for all correspondence and inquiries about the CRP and act as the conduit of such information to the CRP members.

### SEC 3.04 CONTRACT TYPE

This contract will be Firm Fixed Rate contract

### SEC 3.05 PROPOSED PAYMENT PROCEDURES

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

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

## SEC 3.07 LOCATION OF WORK

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

### State Approved Travel Guidelines (include if appropriate to the contract)

The State will cover costs associated with travel per the criteria listed below.

Expenses above these criteria must be approved in advance by the Program Manager.

- **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.
- **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.
- **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.
- **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

**Note:** Costs of parking violations will not be reimbursed.

**All costs, including travel, must be included in the cost proposal**

### Performance of Work Within United States

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer 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 SUBCONTRACTORS**

Subcontractors will **not** be allowed.

### **SEC 3.09 JOINT VENTURES**

Joint ventures will **not** be allowed.

### **SEC 3.10 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 3.11 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 contract.

### **SEC 3.12 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 3.13 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 3.14 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).

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 3.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the

following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

### **SEC 3.16 INSURANCE REQUIREMENTS**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the policies of insurance identified in Appendix B of the Standard Agreement Template (Attached in Section 8). Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

### **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 (Appendix A of the Standard Agreement Template), attached in Section 8.

## Section 4 Proposal Format and Content

### SEC 4.01 PROPOSAL FORMAT AND CONTENT

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Please limit your proposals to 30 pages, including the cost proposal, appendices, and any additional attachments in support of the contract.

### SEC 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, email 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 of the project and requirements that must be accomplished.

### SEC 4.04 METHODOLOGY USED FOR THE PROJECT

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

### 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.

### SEC 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum prior experience criteria identified in Section 1.04.

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

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

## SEC 4.07 COST PROPOSAL

Offerors must complete the Cost Proposal template provided in Section 8: Attachments.

**The completed cost proposal, including the proposed budget, along with any reference to pricing, is to be excluded from the body of the offeror's proposal.**

Instead, it should accompany the proposal in a separate, sealed envelope if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

## SEC 4.08 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 will be 1,000

### SEC 5.01 UNDERSTANDING OF THE PROJECT (10%)

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

### SEC 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

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

### SEC 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?

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

## **SEC 5.04 EXPERIENCE AND QUALIFICATIONS (10%)**

Proposals will be evaluated against the questions set out below:

*a) Questions regarding the personnel:*

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?

*b) Questions regarding the firm and subcontractor (if used):*

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) Has the firm provided letters of reference from previous clients?
- 4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## **SEC 5.05 CONTRACT COST (40%)**

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

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

## **SEC 5.06 ALASKA OFFEROR PREFERENCE (10%)**

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.

## 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, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid 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 Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- Mining licenses issued by Alaska Dept. of Revenue.

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

### SEC 6.03 SITE INSPECTION

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



## **SEC 6.04 CLARIFICATION OF OFFERS**

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

## **SEC 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

## **SEC 6.06 EVALUATION OF PROPOSALS**

The procurement officer, 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 officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for

negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in person, telephonically, or via video conference.

If the contract negotiations take place in person in Alaska, the offeror will be responsible for their travel and per diem expenses.

## SEC 6.08 FAILURE TO NEGOTIATE

If the selected offeror:

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

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

## SEC 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NOIA) and send copies to all offerors who submitted proposals. The NOIA will set out the names of all offerors and identify the offeror selected for award.

## SEC 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;

- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

## 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 Shared Service's web site:

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

The preferences and corresponding Statutes are:

- 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)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

## SEC 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal.

The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

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

#### **Alaska Bidder Preference Certification Form**

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

### **SEC 6.13 ALASKA VETERAN PREFERENCE**

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

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

#### **Alaska Veteran Preference Certification**

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

### **SEC 6.14 ALASKA 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% 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

### A. Formula Used to Convert Cost to Points

#### STEP 1

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

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.**

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

**Offeror #3 receives 33.7 points.**

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

### B. Alaska Offeror Preference

#### STEP 1

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

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

#### Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference.

For the purpose of this example, presume that all 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 Offeror Preference	10	points
Offeror #3	80 points	Alaska Offeror Preference	10	points

### **Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' 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 (including all associated appendices). This form is attached in Section 8: Attachments, for your review. The contractor must comply with all 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

### SEC 7.02 QUALIFIED OFFERORS

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

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

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

### SEC 7.03 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC 7.04 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 7.05 HUMAN TRAFFICKING

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

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

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

## SEC 7.06 RIGHT OF REJECTION

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

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

Minor informalities may be waived by the procurement officer. These may include 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.

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 7.07 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 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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



## SEC 7.09 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## SEC 7.10 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 7.11 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 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.06: 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 7.13 SOLICITATION ADVERTISING

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

## SEC 7.14 FEDERALLY IMPOSED TARIFFS

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

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

## Section 8 Attachments

### Attachments Included within this document:

- 1) Cost Proposal
- 2) RFP Checklist
- 3) Proposal Evaluation Form
- 4) Certification Regarding Debarment
- 5) Alaska Bidder Preference Certification Form
- 6) Standard Agreement Form - Appendices A – E (includes HIPAA BAA)

## SEC 8.01 ATTACHMENT 1 – COST PROPOSAL

### Cost Proposal

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. While total project cost is non-negotiable, DHSS may choose to reallocate the project funds based on the ongoing project needs.

Please enter your cost in the spaces provided below for completion of each deliverable.

The “Estimated Rates” table will be used to establish contact rates and provide an estimate of travel expenses to complete this project.

- In Column A (Hours) fill in the number of hours estimated to complete this project. For reference, in FY16 the contractor put in approximately 556 hours.
- In Column B (Rate) fill in the hourly rate charge. This number should include your overhead and profit.
- Total Contractor rates by multiplying hourly rate by number of hours and enter this total figure as your “Subtotal” in Column C.
- Enter travel estimate as a subtotal in column C.
- Total both costs and enter this total figure as your “Grand Total.”

#### Year One

	A	B	C
Skill	Hours	Rate \$	Totals
Contractor			
Contractor Travel Budget (one employee to make one trip to Anchorage for 2 days to attend the annual planning meeting)			
Travel Budget for CRP (includes costs for all travel arrangements (flight, hotel, per diem, rental cars, etc)			

**Grand Total \$**

**\*\*\*GRAND TOTAL FOR YEAR ONE SHOULD NOT EXCEED \$100,000.00\*\*\***

**Year Two**  
**Year Three**

	A	B	C
Skill	Hours	Rate \$	Totals
Contractor			
Contractor Travel Budget (one employee to make one trip to Anchorage for 2 days to attend the annual planning meeting)			
Travel Budget for CRP (includes costs for all travel arrangements (flight, hotel, per diem, rental cars, etc)			

**Grand Total \$**

	A	B	C
Skill	Hours	Rate \$	Totals
Contractor			
Contractor Travel Budget (one employee to make one trip to Anchorage for 2 days to attend the annual planning meeting)			
Travel Budget for CRP (includes costs for all travel arrangements (flight, hotel, per diem, rental cars, etc)			

**Grand Total \$**

**\*\*\*GRAND TOTAL FOR YEARS TWO AND THREE SHOULD NOT EXCEED \$200,000 / YEAR\*\*\***

**Total Proposed Cost (years 1-3):**  
(should not exceed \$300,000)

**\$** \_\_\_\_\_

## SEC 8.02 ATTACHMENT 2 - RFP CHECKLIST

### Important note to offerors:

This checklist is provided to assist offerors and the Procurement Officer 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.

Evidence is provided on page #\_\_\_\_\_.

#### 2. Offeror's Certification

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 RFP;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g. that the offers will remain open and valid for at least 90 days.

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

Evidence is provided on page #\_\_\_\_\_.

#### 3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

Evidence is provided on page #\_\_\_\_\_.

**4. Minimum Prior Experience**

The offeror, and any subcontractors (if allowed per Section 3.09), must provide verifiable proof of meeting the minimum prior experience requirements described in Section 1.04. Dates/timelines must be included.

Evidence is provided on page #\_\_\_\_\_.

**5. Vendor Tax ID**

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

Evidence is provided on page #\_\_\_\_\_.

**6. Alaska Business License**

The offeror, and any subcontractors (if allowed per Section 3.09), 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).

Evidence is provided on page #\_\_\_\_\_.

**7. Cost Proposal Submitted Separately**

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

Did the offeror submit the cost proposal separately?    yes / no

## SEC 8.03 ATTACHMENT 3 - PROPOSAL EVALUATION FORM

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

The total number of points used to score each proposal is 1,000.

Person or Firm Name: \_\_\_\_\_

Initials of Proposal Evaluation (PEC) Member: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: \_\_\_\_\_

### 5.01 Understanding of the Project – 10% (100 points)

1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

4) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

Evaluator's Point Total for 5.01: \_\_\_\_\_

### 5.02 Methodology – 20% (200 points)



- 1) How comprehensive is the methodology and does it depict a logical and achievable approach to fulfilling the requirements of the RFP?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 3) Does the methodology interface with the time schedule in the RFP?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

Evaluator's Point Total for 5.02: \_\_\_\_\_

### 5.03 Management Plan – 10% (100 points)

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 3) Is the organization of the project team clear?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

4) How well does the management plan illustrate the lines of authority and communication?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

8) To what degree is the proposal practical and feasible?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

9) To what extent has the offeror identified potential problems?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

Evaluator's Point Total for 5.02: \_\_\_\_\_

## 5.04 Experience and Qualifications – 10% (100 points)

1) Do the individuals assigned to the project have experience on similar projects?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

3) How extensive is the applicable education and experience of the Project Lead and other key personnel designated to work on the project?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

Evaluator's Point Total for 5.04: \_\_\_\_\_

The total points possible for the technical evaluation sections above is 500.

The remaining 500 points are allocated to cost (400) and the Alaska Offeror's Preference (100)

## SEC 8.04 ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT

### 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 this 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.

## SEC 8.05 ATTACHMENT 5 – ALASKA BIDDER PREFERENCE CERTIFICATION FORM



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?						<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?						<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.							
1.	2.	3.	4.	5.	6.		

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

**A. Place of Business**

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ YES ☐ NO

**B.** The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ YES ☐ NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☒ YES ☐ NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (CHOOSE ONE):

A. **Incorporated** or **qualified to do business under the laws of the state?**

☐ YES ☐ NO

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ YES ☐ NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

#### Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (CHOOSE ONE):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ YES ☐ NO

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ YES ☐ NO

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

(i) Armed forces of the United States, including a reserve unit of the United States armed forces; or



(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air Nations Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES      ☐ NO

## SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

## SEC 8.06 ATTACHMENT 6 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business License Number
<b>This contract is between the State of Alaska,</b>			
8. Department of Health and Social Services		Division	hereafter the State, and
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract</p> <p>2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract</p> <p>2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor</p> <p>2.4 Appendix D (Payment for Services) sets forth the provision for payment</p> <p>2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____ and ends on _____</p> <p><b>ARTICLE 4. Considerations:</b></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 <b>\$0.000.00</b> in accordance with the provisions of Appendix D</p>			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION</b>	
Name of Firm		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 alterations 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 action may be taken up to and including dismissal.	
Signature of Authorized Representative			
Date			
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services /		Date	
Signature of Project Director		Typed or Printed Name	
Date		Title	
Typed or Printed Name of Project Director			
Title			

## 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 B<sup>2</sup> 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 will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

**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.

## Appendix D Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.

The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

[hss.fms.contracts.invoicing@alaska.gov](mailto:hss.fms.contracts.invoicing@alaska.gov)

(please reference the contract number 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](mailto: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.