

# STATE OF ALASKA REQUEST FOR PROPOSALS



## CHRONIC DISEASE PUBLIC HEALTH EDUCATION CAMPAIGN SUPPORT: ACHIEVING THE BEST HEALTH POSSIBLE FOR A LIFETIME

RFP 210000065

ISSUED: MARCH 4, 2021

The Alaska Division of Public Health, Section of Chronic Disease Prevention and Health Promotion (CDPHP) is seeking a successful offeror to manage its public health education efforts. The selected offeror will work closely with the Section's health communication specialists to plan, develop, create, implement, provide, and evaluate comprehensive, statewide public education campaigns. These campaigns will use an evidence-based social marketing approach to share health information with Alaskans throughout the state. This effort will help Alaskans make informed decisions and improve their health for a lifetime. It will also reduce health care costs by preventing and reducing chronic disease and injuries; preventing and reducing related risk behaviors; increasing protective behaviors; as well as promoting health.

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### ISSUED BY:

DEPARTMENT OF HEALTH &  
SOCIAL SERVICES  
DIVISION OF FINANCE &  
MANAGEMENT SERVICES

### PRIMARY CONTACT:

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PROCUREMENT OFFICER  
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(907) 465-1621

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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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Division of Public Health, Section of Chronic Disease Prevention and Health Promotion (CDPHP) is seeking a successful offeror to manage its public health education efforts. The selected offeror will work closely with the Section's health communication specialists to plan, develop, create, implement, provide, and evaluate comprehensive, statewide public education campaigns. These campaigns will use an evidence-based social marketing approach to share health information with Alaskans throughout the state. This effort will help Alaskans make informed decisions and improve their health for a lifetime. It will also reduce health care costs by preventing and reducing chronic disease and injuries; preventing and reducing related risk behaviors; increasing protective behaviors; as well as promoting health.

### SEC. 1.02 BUDGET

The Department of Health and Social Services, Division of Public Health, CDPHP section estimates a range of \$500,000 to \$2,000,000 per fiscal year, for each of the three contract years available. If all renewals are executed, the estimated total contract value shall not exceed \$6,000,000. This amount is an estimate only. Funding will vary within this contract and is subject to available funds and appropriations. Funding for public health education campaigns will come from a combination of sources, including federal funding and grants, partner funding, and state funding. The state reserves the right to add additional funding from other sources, and to modify the budget amounts, during the life of this project.

The cost proposal information requested in this RFP (Sec. 8.01) seeks to establish rates for the component services. These rates will be used to establish a baseline of charges in the resultant contract.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4 pm** prevailing Alaska Time **on Monday, April 5, 2021**.

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

### SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must meet the following minimum prior experience requirements:

- (1) The offeror must provide in writing that they have three (3) years of experience in the last five (5) years working with clients to develop, execute, and provide strategic consultation on marketing or social marketing campaigns (as defined in Section 2.02: Definitions).
- (2) The offeror must provide in writing that they have at least three (3) years of experience in the last five (5) years with media development and production in a broad variety of formats, that includes but is not limited to television, animated videos, radio, print, website development and maintenance, out-of-home materials, social media (Facebook, Twitter, Instagram, SnapChat, etc.) and digital/online/interactive media. Development and production must include creation of story boards and securing talent.
- (3) The offeror must provide in writing that they have at least three (3) years of experience in the last five (5) years of placing and assessing target audience reach of media messages on a range of Alaska media markets.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Evidence of meeting minimum prior experience must be shown in the experience section of the offeror's proposal.

## 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 **8 am on Friday, March 19, 2021 prevailing Alaska Standard Time.**

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: Kellie Julian  
[kellie.julian@alaska.gov](mailto:kellie.julian@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 submitting 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: Kellie Julian, Procurement Officer  
RFP Number: 210000065  
RFP Title: Social Marketing Services

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**

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

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion Lower Tier Covered Transactions**

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

## **SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement 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.

- Issue RFP on Monday, March 4, 2021
- Deadline for receipt of questions on Monday, March 15, 2021 by 4pm prevailing Alaska Standard Time
- Deadline for receipt of proposals on Monday, April 5, 2021 by 4pm prevailing Alaska Standard Time
- Interviews will be conducted May 3 – 5, 2021
- Proposal Evaluation Committee complete evaluation by Friday, May 7, 2021
- State of Alaska issues Notice of Intent to Award a Contract by Wednesday, May 12, 2021
- State of Alaska issues contract award by Monday, May 24, 2021
- Contract begins July 1, 2021

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

The Alaska Division of Public Health, Section of Chronic Disease Prevention and Health Promotion (CDPHP) is seeking a successful offeror to manage its public health education efforts. The selected offeror will work closely with CDPHP's health communication specialists to plan, develop, create, implement, provide, and evaluate comprehensive, statewide public education campaigns. These campaigns will use an evidence-based social marketing approach to share health information with Alaskans throughout the state. This effort will help Alaskans make informed decisions and improve their health for a lifetime. It will also reduce health care costs by preventing and reducing chronic disease and injuries, preventing, and reducing related risk behaviors, increasing protective behaviors, as well as promoting health.

Chronic diseases — those that go on for a long time and often don't go away completely—are among the most common and costly health problems, and we often know how to prevent them. Examples of diseases people live with for long periods, possibly a lifetime, are obesity, heart disease, stroke, cancer, diabetes, asthma, arthritis and more.

#### CHRONIC DISEASES CAN BE PREVENTED AND MANAGED

If Alaskans have credible and relevant health information, they can make the choices that are best for themselves and their families. They can make healthier lifestyle choices and will know how to get the necessary health screenings, immunizations and access the available health promotion programs.

Four healthy lifestyle factors—never smoking, maintaining a healthy weight, being physically active, and following a healthy diet—are linked to as much as an 80% reduction in the risk of developing the most common and deadly chronic diseases such as cancer, heart disease, stroke, diabetes and lung and liver disease.<sup>1</sup>

If diseases are detected and managed early — such as uncontrolled blood sugar — health risk for heart disease, stroke, kidney disease, blindness and amputation can be lowered.<sup>1</sup> Screening for lung, breast, colorectal, and cervical cancer has been shown to either lower people's chances of dying from that cancer or prevent that cancer altogether.<sup>1</sup> Access to health care impacts everything from prevention of disease and disability, to quality and length of life. Limited access can reduce the possibility of receiving preventive health care, including routine disease screening and immunizations.<sup>1</sup>

Public health education campaigns that use an evidence-based social marketing approach can positively change health knowledge, intentions, and behaviors. These campaigns are designed to reach defined target audiences using highly visible and attention-getting messages, as efficiently and economically as possible. CDPHP puts a premium on using the social marketing approach to direct the campaigns; to develop and create public education materials that reach, speak to, and motivate target audiences; and to inform and evaluate the campaigns through formative and evaluation research.

#### CHRONIC DISEASES RESULT IN DIMINISHED QUALITY OF LIFE AND EARLY DEATH.

While COVID-19-related deaths will figure prominently in the leading causes of death in 2020, cancer was the leading cause of death in Alaska in 2019. The America Cancer Society says one-third of cancers are related to tobacco use, one-third are related to poor diet and physical activity, and the rest to genetic and environmental factors. In Alaska, smoking results in an estimated 700 deaths each year. <sup>2</sup> In 2019, heart disease accounted for 18%

of deaths, and stroke accounted for 5% in Alaska. <sup>1</sup> Having type 2 diabetes decreases life expectancy by up to 8 years. <sup>1</sup> See the [Chronic Disease Facts: 2021 Brief Report](#) for more information.

### MANY ALASKA ADULTS HAVE AT LEAST ONE CHRONIC DISEASE

About two out of three Alaska adults have at least one of the following chronic disease or risk behaviors that have been shown to increase chances for serious illness or death, should they contract COVID-19.<sup>3</sup>

- 46% of Alaska adults are current or former smokers
- 32% have obesity
- 8% have type 1 or type 2 diabetes
- 6% have lung disease known as chronic obstructive pulmonary disease (COPD)
- 5% have heart disease or have had a heart attack
- 2% have chronic kidney disease

### TREATING CHRONIC DISEASE IS EXPENSIVE

Evergreen Economics analyzed claims level data contained in the Medicaid Management Information System (MMIS) for fiscal year (FY) 2016 to estimate the cost to Alaska's Medicaid program of eight chronic conditions: cancer, diabetes, heart disease, injuries from falls, obesity, opioid abuse, stroke, and tobacco use. Claims showed more than 18,000 adult Medicaid beneficiaries had one or more of the eight chronic conditions. Key findings from the report follow:

- Heart disease, tobacco use, and diabetes are the most prevalent of the eight chronic conditions.
- Adult beneficiaries treated for one of the eight chronic conditions represent only 18 percent of all adult Medicaid beneficiaries, but account for 47 percent of spending on Medicaid services for adults (\$565 million of \$1.2 billion).
- An adult beneficiary diagnosed with one or more of the eight chronic conditions incurred on average \$30,000 in Medicaid services in FY2016. An adult beneficiary not diagnosed with any of the eight chronic conditions incurred on average \$7,700 in Medicaid services in FY2016.
- On a per-beneficiary basis, the most expensive chronic conditions in FY2016 were strokes (\$60,487) and injuries from falls (\$81,009).
- In 2016, providing needed health care services for adult Alaska Medicaid beneficiaries who use tobacco cost the state more than \$192 million.
- Adult beneficiaries with heart disease alone or in combination with one or more of the other seven chronic conditions accounted for \$330 million in Medicaid spending in FY2016.<sup>4</sup>

CDPHP currently focuses on preventing and managing the following health conditions and behaviors: tobacco and e-cigarette use; physical activity, nutrition, and obesity; cancer; diabetes; heart disease and stroke; and injuries. CDPHP also hosts a robust epidemiology and data analysis unit.

The successful offeror will continue to build on the strengths of ongoing Tobacco Prevention and Control (TPC) that reaches adults and teenagers, as well as parents of teens, to prevent or stop tobacco or e-cigarette use. This effort includes promoting [Alaska's Tobacco Quit Line](#). The offeror will continue building on the Physical Activity and Nutrition (PAN) [Play Every Day](#) public education campaigns that reaches parents of school-age and preschool-age children to help children grow up at a healthy weight. Play Every Day is a nationally recognized campaign that started 10 years ago in Alaska. A [multi-year survey evaluation](#) showed a statistically significant decrease in serving sugary drinks to young children during a time when Play Every Day was consistently sharing public education messages to encourage reducing sugary drink consumption.

Specific campaigns like those for tobacco prevention and Play Every Day will continue under this contract, but CDPHP will be adding a new approach: planning and developing a year-round chronic disease prevention social marketing campaign to promote overall health by preventing, detecting, and managing all chronic diseases that can make fighting infectious diseases like the COVID-19 virus more challenging and serious. As needed, the successful offeror will also build public education campaigns for CDPHP's other units that focus on prevention of injuries, falls, cancer, diabetes, heart disease, stroke, and other emerging issues.

The Centers for Disease Control and Prevention (CDC) states there is strong evidence of effectiveness for statewide mass media campaigns, which deliver targeted health education messages as well as provide support for local services. According to the CDC, successful public education campaigns are:

- long-term and strategic
- integrated into the larger comprehensive public health units
- culturally appropriate
- inclusive of a wide range of efforts, including mass media, earned media and activities
- adequately funded<sup>5</sup>

CDPHP has conducted focus groups in urban and rural communities to develop and create campaign educational materials. It uses focus groups to pre-test messages under development. CDPHP oversees evaluation of the campaigns to measure a change in knowledge, attitudes, beliefs, intentions, and behaviors. While critically important to campaign development, formative and evaluation research will not be a part of this contract. Instead, the successful offeror will work collaboratively with organization(s) conducting that research and evaluation on behalf of CDPHP campaigns.

### **Health Equity Values**

Health equity is a CDPHP value. To achieve optimal health for Alaskans, CDPHP both engages in and supports activities that promote health equity and respect for diversity.

Achieving health equity means addressing unjust health disparities through the modifiable social and economic conditions that policies can shape. These conditions include education, income, poverty, and housing, as well as access to safe places to play and be active and the availability of transportation, good schools, and nutritious food. Health equity is aligned with the acknowledgement and respect of diversity within a community.

To this end, we expect the successful offeror to incorporate this value into the work they do on behalf of CDPHP. The expectations of how this value should be reflected will be clearly defined in the subsequent sections of the RFP.

More information about CDPHP can be found online: <http://dhss.alaska.gov/dph/Chronic/Pages/default.aspx>.

### **References:**

1. State of Alaska, Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. Alaska Chronic Disease Facts: 2021 Brief Report. February 2021. Available at [http://dhss.alaska.gov/dph/Chronic/Documents/Publications/assets/2021\\_CDBriefReport.pdf](http://dhss.alaska.gov/dph/Chronic/Documents/Publications/assets/2021_CDBriefReport.pdf). Accessed February 17, 2021.
2. State of Alaska, Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion, Tobacco Prevention and Control Program. Alaska Tobacco Facts – 2019 Update. January 2020. Available at

[http://dhss.alaska.gov/dph/Chronic/Documents/Tobacco/PDF/2019\\_AKTobaccoFacts.pdf](http://dhss.alaska.gov/dph/Chronic/Documents/Tobacco/PDF/2019_AKTobaccoFacts.pdf). Accessed February 17, 2021.

3. State of Alaska. DHSS Insights Blog. Two out of three Alaska adults have underlying health conditions that increase their chances of serious illness from COVID-19. November 2020. Available at <http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/blog/20201117.aspx>. Accessed February 17, 2021.
4. State of Alaska, Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. The Cost of Eight Chronic Conditions on Alaska's Medicaid Program. October 2017. Available at [http://dhss.alaska.gov/dph/Chronic/Documents/Publications/2017\\_CostOfChronicConditions\\_EvergreenEconomics\\_web.pdf](http://dhss.alaska.gov/dph/Chronic/Documents/Publications/2017_CostOfChronicConditions_EvergreenEconomics_web.pdf). Accessed February 17, 2021.
5. Centers for Disease Control and Prevention. Best Practices for Comprehensive Tobacco Control Programs. 2014. Available at [https://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](https://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm). Accessed February 17, 2021.

## Sec. 2.02 DEFINITIONS

For this RFP, the following definitions apply to key terms:

**Social Marketing** - Differing from other areas of marketing with respect to the objectives of the marketer. Social marketing seeks to influence health and social behaviors not to benefit the marketer, but to primarily benefit the target audience and the general society.

**Health Equity** - When everyone has the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of their social position or other socially determined circumstance. These social circumstances are what have become known in public health as the social determinants of health.

**Social Determinants of Health** - "...life-enhancing resources, such as food supply, housing, economic and social relationships, transportation, education and health care, whose distribution across populations effectively determine length and quality of life." (World Health Organization)

**Media placement:** For this contract, media placement can include, but is not limited to, placing radio; broadcast and cable television; connected and streaming television and video; print; mass transit; movie theater placement; social and online media, such as Facebook, Instagram, SnapChat, Google, YouTube, Pandora, and Spotify; and other online placement.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion (CDPHP) is soliciting proposals to work with a successful offeror to plan, develop, create, place, provide and evaluate comprehensive, statewide public education campaigns that prevent and reduce chronic disease and injuries, prevent, and reduce risk factors, as well as promote health. The successful offeror will create targeted public education materials and media designed to positively change knowledge, attitudes, and behaviors among specific chosen audiences; place media and materials; and provide developed products and public education technical assistance to grantees and partners as needed.

There will be one lead director for this contract herein referred to as project director. However, the successful offeror may work directly with designated department staff, such as disease-specific subject matter experts. The successful offeror will support three main public education campaigns and various smaller campaigns on specific chronic disease and injury topics. The main campaigns are tobacco prevention, Play Every Day, and the new chronic disease prevention campaign that includes planning for and building a campaign that promotes maintaining overall health over the lifetime by preventing and managing all chronic diseases. All campaigns will require partnerships with multiple units and agencies to ensure the messages reach the most Alaskans in the target audiences.

The successful offeror will work collaboratively with CDPHP staff, other partners, and contractors to develop, manage, and provide long-range strategy for the three main campaigns and the smaller campaigns. These campaigns will use the evidence-based social marketing approach to positively change knowledge, attitudes, beliefs, intentions, behaviors, and social norms regarding public health issues including (but not limited to) tobacco and e-cigarette use; physical activity, nutrition, and obesity; diabetes; cancer; heart disease and stroke; injuries and other issues related to health.

The successful offeror will create strategic annual plans for social marketing campaigns run through CDPHP. The offeror will create and develop public education materials and media that will be informed by formative audience research (likely focus groups or key informant interviews) conducted by other contractors with input and support from the offeror. The offeror will place and publish these materials using statewide television, streaming video services, radio, print, Internet, websites and blogs, social media, out-of-home venues, earned media, events and/or specialty messaging, and other approved communication channels. The offeror will provide developed media materials and public education technical assistance to grantees and partners, as needed. The offeror also will coordinate with CDPHP's other evaluation contractors to evaluate campaign effectiveness. All campaigns will require working collaboratively with DHSS, other partners and contractors.

CDPHP will provide the successful offeror with the following resources:

- Past campaign documents – marketing plans, research, media placement plans, scripts, post-buy analysis, etc.
- Existing files of logos, designs, television and radio production and templates.
- Access to social media accounts and websites (when possible).
- Access to subject matter experts to inform campaign strategy.
- Access to stakeholders/local grantees.
- Access to public health data and evaluation contractors, including their research tools and results.

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The term of this contract will be from July 1, 2021 – June 30, 2022, 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, 2021 – June 30, 2024.

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 above, the contractor will conduct the following deliverables:

### **Deliverable 1: Campaign Strategy and Management**

The successful offeror will manage multiple components of the statewide public education campaigns created to motivate target audiences and result in knowledge and behavior changes. Contract management includes becoming familiar with the campaigns; the health subject matters involved; review of public health materials, journal articles, prior qualitative and quantitative research related to the subject matter and the campaigns; and the impact of various types of media messaging, concepts and themes, delivery systems, and campaign strategies. In collaboration with the project director and designated department staff, the successful offeror will develop public education strategies and ensure strategies have been demonstrated to produce outcomes. Campaigns will be built using the social marketing process and the successful offeror must work with other department partners working on key steps of the process, including formative and evaluation research.

CDPHP expects the successful offeror to plan for and complete the following steps for each campaign:

- Describe the background, purpose and focus for the planning effort
- Conduct a situation analysis
- Select and describe the target market
- Set market objectives and goals for behavior, knowledge, and beliefs
- Identify audience barriers, benefits, and competition
- Write a positioning statement
- Develop a strategic marketing mix, including product, price, place and promotion
- Determine an evaluation plan
- Establish a campaign budget
- Outline an implementation plan

These steps come from "Social Marketing: Influencing Behaviors for Good" (Nancy R. Lee, Phillip Kotler).

### **MANAGEMENT, MEETINGS, AND REPORTING**

- Attend and coordinate regular meetings with appropriate campaign staff to discuss strategy, deliverables, projects for approval, and address any issues that arise. Work with staff to deliver the agenda at least 24 hours in advance of the meeting and recap meeting action items afterward.
- By close of each contract year, the successful offeror shall deliver all communication materials produced under the scope of this contract in a Microsoft-compatible format wherever possible, including all print, photography, online and video materials. Each communication piece will be in its own file and print and online materials will include PDFs with and without crops and bleeds, as well as raw files along with associated fonts. All materials created for the public education campaigns under this contract — including all source documents, b-roll materials, and files — will be owned by the State of Alaska, Department of Health and Social Services.

### **Internal Communication**

The successful offeror is required to regularly communicate with campaign staff, partners, grantees and other stakeholders to keep them informed on issues concerning:

- Statewide campaign plans
- Upcoming earned media opportunities
- Training opportunities
- Grantee, partner, and stakeholder sharing
- Information on CDC national campaigns
- Media-related events
- Important reminders

### **COLLABORATION ON RESEARCH**

The successful offeror will collaborate with CDPHP staff and campaign partners to complete formative research (focus groups and key informant interviews) and evaluation (typically surveys) to inform and evaluate each social marketing campaign. While other contractors will execute the research, the successful offeror may be asked to help complete the following tasks:

- Provide input to the question guides for focus groups and key informant interviews
- Create storyboards to test messages and concepts among the target audience
- Attend focus groups or key informant interviews, as requested by the project director or designated department staff
- Provide input to survey questions (program evaluation staff has the largest role in developing these questions)
- Help create new strategies for the social marketing campaigns based on the results of research

### **DEVELOPMENT OF ANNUAL PUBLIC EDUCATION STRATEGY AND WRITTEN WORK PLAN**

Within 30 days each year of the start of the contract, the successful offeror will meet with the project director and designated department staff to develop a work plan for the year ahead. Each anticipated public education campaign will have its own annual work plan that aligns with the other campaigns. A final work plan must be completed and submitted to CDPHP staff by the end of the 30-day period. The successful offeror may not begin work on the deliverables until the project director has given written approval of the work plan.

The work plan must include a brief narrative section explaining the campaign goals, what evidence-based deliverables will be included, how those deliverables will achieve the campaign goals, how the deliverables will

address health equity, what formative and evaluation research are anticipated to support the campaign, and how the overall budget will be allocated toward those deliverables for the fiscal year. The work plan must include an Excel tracking document listing all of the expected work products under Deliverable 2 to be made during the fiscal year (for example, PSAs, posters, online messages, etc.), and address the following for each work product:

- Lead person in charge
- Budget allocated for production or printing costs, if appropriate
- First draft completion date
- Deadline for the project director and designated department staff to return feedback
- Final completion date
- Other areas as agreed upon

The work plan also must include a 12-month calendar charting out when the following will be scheduled:

- Media placement for each part of the campaign, including:
  - all publications, their due date and publication date
  - radio and television flights in urban and rural markets
  - all website and social media updates and posting dates
- Relevant events, activities and possible earned media opportunities
- Relevant grantee or partner activities and events
- Planned Focus groups, key informant interviews, and surveys

Note: Separate flow charts may be needed for multiple campaign components.

## **DELIVERABLE 2 – DEVELOPMENT AND PRODUCTION OF CAMPAIGN MATERIALS**

At the direction of the project director and designated department staff, the successful offeror will develop specific public education and communications materials to be used for earned and paid media. For all campaigns, materials could include TV, video, streaming video, animation, and radio messages; print materials and messages; messages printed or shared in newspapers, buses or theaters; websites and blogs; messages on social media including Facebook, Instagram, Twitter, SnapChat, YouTube and other social media platforms; online messages, including Pandora or Spotify Internet radio; digital presentations; out-of-home materials; and other materials as agreed upon between the successful offeror, the project director and designated department staff. The successful offeror will coordinate, and purchase print and promotional products as needed, which could include posters, rack cards, banners, water bottles, T-shirts and other items.

The successful offeror will take still photographs and capture video for CDPHP units as needed. These images and video will be owned by DHSS, and DHSS will have access to them. All still and video files will be model-released and available to DHSS for multiple and repeated uses. All photos and videos must be licensed for exclusive and lifetime use by DHSS. It is the responsibility of the successful offeror to ensure that all subcontractors, including photographers, understand and comply with the ownership requirements for images created under this contract. The project director and designated partners will receive the photos in the format that works best for CDPHP. The project director will receive the images in both raw and JPEG formats, as well as on contact sheets, with hard copy and electronic versions of all media releases.

The successful offeror shall regularly identify and assist in developing earned media opportunities and events throughout the year. Earned media work will be completed in coordination with the project director, designated department staff and other DHSS public information staff to ensure continuity of messaging.



The successful offeror will secure and pay talent as needed when creating new public education materials, including radio, TV, and video messages. The successful offeror must follow all rules and regulations required to secure talent and use public or private locations for filming or still photography. All talent must be pre-approved by the project director and designated department staff prior to use; DHSS reserves the right to decline proposed talent selections for any reason. If using pre-produced material from the CDC or other organizations, the successful offeror will obtain written approval to use these materials and budget for associated fees for use.

In collaboration with the project director and designated department staff, the successful offeror will oversee the creative direction and posting to the campaigns' websites and social media platforms, as needed. For websites hosted on the state's web system (playeveryday.alaska.gov, as an example), the successful offeror will need to work with DHSS staff and possibly other contractors to complete the updates. These materials should be updated regularly following a schedule approved by the contract manager and project director and designated department staff.

Every print document to be published online must have a complementary web version. All materials that will be published online must be Americans with Disabilities Act (ADA) web-accessible communication materials. During the term of this contract, the successful offeror's work must be compliant with the most current Web Content Accessibility Guidelines required by the State of Alaska Accessibility Policy, <http://dhss.alaska.gov/Pages/Accessibility.aspx>. In February 2021, that webpage states the following: **The State of Alaska is committed to serving all Alaskans. Using the Web Content Accessibility Guidelines 2.1, Level AA as our guide, we continue to improve our content and services to make our websites more accessible for everyone.** Failure or inability of the successful offeror to produce online materials that are compliant with the above standards may result in the contract being terminated for non-compliance.

The successful offeror will use existing data, literature, and formative research results to develop campaign materials. The successful offeror will use culturally appropriate language and images. The successful offeror must ensure all materials follow DHSS guidelines for publications and use of the DHSS logo along with campaign logos. Materials may also include partner logos when appropriate and approved by the project director and designated department staff.

The project director and designated department staff will be very closely involved in production of all new materials. This will include attending formative research sessions; testing messaging concepts; writing and approving scripts; attending production and filming sessions; and working with the evaluation team to design and assess the campaigns. The project director and designated department staff also will meet with the successful offeror's designers when materials are under production to ensure materials meet the project's needs and are created as efficiently as possible. All materials must be approved through the appropriate channels prior to use and publication.

**Important Note:** All designs, drawings, specifications, notes, artwork, b-roll materials and files and other work developed in the performance of this agreement are produced for hire and will 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 successful offeror. The successful offeror agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the successful offeror marks such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the successful offeror agrees that this paragraph supersedes any such statement and renders it void. The successful offeror, for a period of three years after final payment of the awarded contract, agrees to furnish and provide access

to all retained materials at the request of DHSS. Unless otherwise directed by the project director, the successful offeror may retain copies of all the materials.

### **DELIVERABLE 3 - MEDIA PLACEMENT**

This deliverable includes the following tasks:

- Plan the media buy
- Negotiation of rates for the media buy
- Preparation of media buy-related materials and reports
- Distribution of media components to vendors, grantees, the CDC, and other organizations
- Placement of approved media
- Follow through with each vendor to ensure successful placement
- Delivery of a quarterly media post-buy report to the project director and designated department staff

The amount spent on media placement will depend on the specific campaign and may change year to year.

The successful offeror will purchase and acquire media placement for the campaigns during the duration of the contract. The media buy plan for each campaign will support that campaign's annual media strategy. For this contract, media can include, but is not limited to, radio; broadcast and cable television, connected and streaming television and video; print; mass transit; movie theater placement; social and online media, such as Facebook, Instagram, SnapChat, Google, YouTube, Pandora and Spotify; and other online messaging.

The successful offeror's media buy plans for each campaign must be included in the annual work plans. These buy plans will include a brief narrative and a 12-month flowchart that incorporates other key events, possible earned media, focus groups, key informant interviews, surveys, and other planned evaluation. This annual media buy plan will be approved within 30 days of the contract start each year. All media buy plans will be approved by the project director and designated department staff prior to purchase and placement of media. All revisions to the media buy plan also must be approved in writing by the project director and designated department staff. If revisions are made during the year, the project director and designated department staff will receive and approve the actual media buy plan a minimum of two weeks prior to each flight's scheduled release of messages. A quarterly media update will be provided for each campaign four weeks before the quarter begins to note all media placement.

For each campaign, the successful offeror's yearly media buy plan will outline suggested timing for placement; reach and frequency for message delivery; as well as how multiple messages will be cycled to maximize campaign effectiveness. The media buy plan must show how each type of proposed media or message will be used to maximize cost-effectiveness of message delivery, including paid, reduced cost and bonus placement. The successful offeror must negotiate bonus spots, below-book rates, and the greatest frequency at the lowest spot price with each buy plan to achieve maximum impact among the target audience.

Each campaign media buy plan must include the following:

- Budget
- Markets
- Target audiences
- Specific weeks the messages/materials will run
- Estimated reach and effective reach
- Frequency

- Gross Rating Points when applicable
- Spot counts when applicable

The successful offeror will place media to maximize the impact of overlapping urban and rural media markets. Urban areas are defined as the Designated Market Areas (DMA) of Anchorage/Mat-Su, Fairbanks and other areas that achieve that status during the term of the contract. Rural areas are defined as all communities outside the urban areas. The successful offeror must be alert for new rural and urban placement opportunities that arise, as well as special events that will maximize reach to the target audience.

The successful offeror is expected to place media with non-commissionable sources, aiming toward the achievement of campaign goals. When placing non-commissionable media for this contract, the successful offeror will be paid an hourly placement rate, specified in Appendix D. This rate will only apply to non-commissionable media; it will not be paid for placing commissionable media. The successful offeror will be allowed to accept standard commission from media channels that pay commission for placement.

For campaigns that work with grantees or partners, the successful offeror will distribute placed or produced materials to grantees, partners, contractors, governmental health agencies, and entities as requested by the project director and designated department staff.

Social marketing campaigns must use varied methods to deliver effective health messages to Alaskans. To be successful, these campaigns must deliver their messages in a sustained way, with great reach and frequency. This is typically achieved through use of multiple communication channels and media to get the messages to the Alaskans who need to hear them. In a [CDC best-practices guide for tobacco prevention](#), the CDC states effective campaigns should reach 75 percent to 85 percent of their target audience each quarter of the year. The CDC has set a benchmark for an average of 1,200 targeted gross rating points (GRPs) in the first quarter and at least 800 targeted GRPs in following quarters per DMA. The successful offeror will work with the project director and designated department staff to meet these CDC goals as appropriate for each campaign and determine the most effective targeted GRPs for these campaigns.

To ensure the markets and stations are fulfilling their media placement commitments, the successful offeror must provide a quarterly post-buy report for each campaign. With each media invoice, the successful offeror must supply vendor tear sheets and affidavits reflecting the actual run and cost per spot.

The post-buy reports that involve GRPs must include the following items:

- Time period
- Target market demographic purchased
- Stations purchased
- Spot length
- Rating books used to place and post the buy
- Planned, placed, and earned GRPs
- Total spend of the buy
- Cost per point (CPP)
- Reach and frequency
- Other measurements as agreed upon

Post buys that focus on spots must include the following:

- Time period
- Target market demographic purchased
- Station purchased
- Spot length
- Placed, earned, and posted spots per station in each market
- Total spots per market placed, earned, and posted
- Reach and frequency, as available
- Other measurements as agreed upon

The successful offeror also must provide quarterly reports of online website analytics, whenever possible. These reports must show the following items:

- Total web visits, total unique visits
- Total unique web visitors
- Total number of pages viewed within the website
- Average length of time per visit per page
- Visitor websites viewed prior to coming to the website
- Other online measurements as agreed upon

When social media is used and/or purchased, the successful offeror must supply quarterly social media activity. These reports must include clicks, click-through-rates, view counts, other results as appropriate, cost per result, impressions, other reach and frequency measures, comparison to industry standards when appropriate, and other relevant measures that apply.

Any use of social media must include a quarterly report of, at a minimum, the following:

- New "likes," friends and followers
- Engagement, as noted above
- Summary of posts, and total number of posts (for each social media type)
- Other measurements as agreed upon

A social media policy will need to be approved by the project director and designated department staff prior to the successful offeror's posting, responding, and/or interacting with the public on social media. The successful offeror will deliver a proposed bank of social media posts for review and approval by the project director and designated department staff at least one month before posting. The successful offeror will work with the project director to share and coordinate social media messaging between the campaign and the department's other communication channels.

Media buy plans and post-buy analyses must be shared with the project director, designated department staff, designated department staff, campaign partners, and any organizations hired to do market and formative research, media recall and evaluation, and other functions as directed by CDPHP.

#### **Deliverable 4 – Technical Assistance**

For some units within CDPHP (TPC being the primary program), grantees and partners are encouraged to use media to carry out statewide messages at the local level. They also can develop new messages for local pre-established goals. The project director, designated department staff and successful offeror will create and use a formal process

to request technical assistance that aligns the grantee, the CDPHP unit, and successful offeror. The process will follow best practices. It will include a work plan and set goals for earned and paid media. The project director and designated department staff will give the successful offeror a list of the grantees and their contact information. For TPC, the work will include, but is not limited to, the following:

- Assist about 23 grantees and agencies in the planning of public education strategies to support their grant objectives. The successful offeror can expect to have between 5 and 10 grantee projects of varying degrees of complexity at any one time.
- Localize statewide media materials for grantee use.
- Support earned media opportunities for local grantees.
- Suggest local placement of campaign materials.
- Develop limited new materials for grantees, such as print materials or posters.
- Attend or host meetings and conferences involving grantees, upon request.

For the contract, the successful offeror will provide the following technical assistance to grantees and program partners, as requested:

**GRANTEE PAID MEDIA SUPPORT**

Assist grantees with carefully targeted paid media support services. This can include, but is not limited to:

- Message development and script writing
- Print or digital design and layout
- Localizing statewide campaign materials
- Public relations templates and support, including press event consultation
- Media placement consultation

The successful offeror will assist the grantees in maximizing their budgets through using local resources when possible. Grantees are not required to use the successful offeror. They may elect to use an agency, artist, or media buyer of their own choosing.

**TECHNICAL ASSISTANCE (TA) - MEETINGS AND TELECONFERENCES**

The successful offeror will attend and/or participate in Tobacco Prevention and Control Strategic Team meetings, teleconferences, and trainings, which may be in the form of:

- Presenting at annual or regional conferences
- Providing up to 2 webinars for TA training to grantees annually
- Assisting state-led coalitions or workgroups to help them better understand media or related strategies and to help them effectively provide core messages to communities
- Participating in monthly TPC Strategic Team Meetings, including reporting on all TA activities specific to each grantee served, presenting summary updates of other contract activities, and addressing social marketing related questions or topics from participants

The successful offeror may attend additional conferences focused on public education with pre-approval by CDPHP.

### **End of Term Transition Plan**

The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another.

Should that occur at the termination of this contract, the incumbent vendor is required to develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the division. The incumbent vendor must provide this plan within sixty (60) days of notification by the division, and the transition must be complete within 120 days.

## SEC. 3.04 CONTRACT TYPE

This contract is a fee for service contract. Each campaign that is worked on through this contract will have a budget negotiated between the contract manager, the project director, and the successful offeror prior to the start of that campaign. Final campaign budget approval will be made by the contract manager and the CDPHP project director. Campaign budgets must be developed and billed using the rates identified in Appendix D of the awarded contract. The State retains the right to cap the cost of any campaign, service, or project as necessary.

## SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make a monthly payment as deliverables are received and the contract is completed and 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 & 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**

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.

### **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 may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04: PRIOR EXPERIENCE**.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

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

### SEC. 3.09 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 or procurement officer. 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 or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.13 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 is responsible to review Attachment #6, Template Standard Agreement, Appendix B<sup>2</sup>.

### 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 following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

### SEC. 3.17 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

## 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.

Offerors must format the narrative portions of the proposal according to the following requirements:

- Black text in 11-point font size at minimum. Graphics may be in color.
- Pages must be white, standard letter sized, and have one-inch margins on all sides.
- Sequentially paginate the proposal, and clearly identify each exercise, in the order indicated below. When a page limit is noted below, pages exceeding the limit will not be scored.

Ensure the offeror's name and the page numbers are in the header or footer consistently on every page, including certifications, forms, or other documents.

Please limit your proposals to 45 pages, the maximum allowed in the exercises to follow. This does not include the cost proposal, appendices, or required attachments that are specified in the evaluated exercises and fall outside the page limits.

### SEC. 4.02 INTRODUCTION

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

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

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding 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 will this individual 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.

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.

### Media Commissions

During the term of this contract, the successful offeror is expected to place non-commissionable media when appropriate, aiming toward the achievement of campaign goals. When placing non-commissionable media for this contract, the successful offeror will be paid an hourly placement rate. This hourly rate will only apply to non-commissionable media; it will not be paid for placing commissionable media (such as broadcast TV placement, as one example). The offeror will be allowed to accept standard commission from media channels that pay commission for placement.

### Mark-Up

CDPHP will not pay mark-up on any costs incurred by the successful offeror. This includes, but is not limited to:

- non-commissionable media, such as social media
- outbuys or postage
- work done by subcontractors
- travel expenses or per diem

## 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 IS 1000

QUESTIONS BELOW (70%)

### Exercises

This RFP requests response to a series of exercises. In order for an offeror to be considered responsive, a response must be provided to all exercises. Criteria to evaluate the Understanding, Methodology, Management Plan, and Experience & Qualifications are assigned throughout these exercises.

#### SEC. 5.01 UNDERSTANDING OF THE PROJECT – (3.5%) 35 TOTAL PTS

**Proposals will be evaluated based on addressing the exercises below:**

##### **EXERCISE 1 - Understanding of the Project (2 pages maximum) – 35 points**

Offerors should clearly and concisely explain their understanding of the services that will be provided in terms of scope of work and deliverables for this contract. Within this explanation, the response to this exercise should clearly demonstrate, at minimum, an understanding of the following:

- a. How the offeror will use the social marketing framework in managing campaigns
- b. Summary of the offeror approach to the newest campaign to address the connection between chronic diseases and infectious diseases like COVID-19, including key objectives and expected outcomes
- c. Workplans, timelines, and deadlines, and their impact on public education campaigns
- d. Communication with different target audiences based on campaign goals.
- e. Describe health equity issues related to chronic disease prevention health education.
- f. Clear communication with the project director, and work with other partners and contractors
- g. Identification of possible issues or challenges related to the contract and/or individual campaigns and potential solutions.
- h. Offeror's name and the page numbers should be in the header or footer consistently on every page, including certifications, forms, or other documents.

#### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT - (22.5%) 225 TOTAL PTS

**Proposals will be evaluated against the questions set out below:**

##### **Exercise 2: Methodology – Work Plan (16 pages maximum) – 175 points**

Submit a work plan that describes how the successful offeror will carry out the scope of work and deliverables as they pertain to the new proposed section-wide social marketing campaign related to the intersection of chronic and infectious diseases. This year-round campaign will promote overall health by preventing and managing all chronic diseases that can make fighting infectious diseases like COVID-19 virus more challenging and serious. Thoroughly describe the work to be done using a work plan and narrative.

The submitted work plan should include only Year 1 (July 1, 2021, through June 30, 2022). Work plans for remaining years will be completed at a later date and are not part of this RFP. Assume the total budget for Year 1 for this campaign is \$500,000. All funds must be spent during this time, and they must include all possible campaign-related expenses. This may include, but is not limited to, strategy, project management, labor costs, subcontractor costs, printing and production, media placement, and any other costs. Describe in the work plan if

research, such as focus groups or surveys, will be part of the proposed work plan. For this exercise, assume all research-related expenses will be paid through another contractor and not part of this campaign budget.

1. Describe how your organization would follow the social marketing process and apply behavior change theories for this project.
2. Define the work to be completed, including a description of all elements of the project.
3. List a minimum of one and a maximum of 10 activities employed in accomplishing the project goals and objectives. List major sub-activities as needed.
4. List each expected deliverable related to the objective and include a description of the party responsible for completion (if applicable) and the expected completion date(s). Deliverables are typically tangible objects produced as a result of the activities performed. For this contract, examples of deliverables may be reports; TV or radio public service announcements; messages for digital, online, or social media; social media posts; website creation or updates; events; earned media achieved and more.
5. Discuss your plan to create and place materials that are culturally relevant.
6. Explain how the annual budget will be allotted percentagewise into the following categories: Contractor costs for strategy, project management, and labor costs; printing costs; contractor production and filming costs; possible subcontractor costs; media placement costs; and any other costs.
7. Provide the proposed percentages of the media placement budget dedicated to the following categories: broadcast television, cable television, streaming video, broadcast radio, public radio, streaming radio, online, print, social media, and other channels. Write “0 percent” if you don’t plan to spend placement budget in that category. Specify what specific channels, publications or outlets you would likely recommend to reach the targeted audiences.
  - Explain why your agency allocated the media buy according to those percentages.
  - Explain how your strategy achieves the greatest reach and frequency within the target audiences.
  - Explain if your agency will receive bonus, discount, or added-value placements through this buy. Provide historical examples to justify your agency’s belief that that type of reduced-cost, added-value and bonus placement is possible through your agency.
8. List the actual results you expect to achieve by meeting the goals/activities.
9. List standards and requirements that will be used to establish quality and ensure the activities will provide the expected results.
10. List what will be measured to ensure the expected results of the activities have been achieved.

### **Exercise 3 – Methodology – Production of PSAs & Videos (3 pages maximum) – 50 points**

Filming high-quality, motivating TV PSAs and videos that target a specific audience is critical to the success of these campaigns. The visuals must be meaningful, memorable, convincing, and professional. Critical to the achievement of this is using quality film crews and talent. Equally important is ensuring cost-effective production so that limited funding can be leveraged into maximum impact.

For this exercise, the offeror must provide an explanation of the creative process and production plan that will be used to capture still images and video for CDPHP’s public education campaigns. Explain the steps your organization would take to develop a concept, and to produce photos, PSAs, and videos. Specify if these will be filmed in-house or by subcontractors, and how your organization will track expenses (in either instance) and guarantee budgets. Discuss how your organization finds the most appropriate talent to be featured in still photographs and videos. As described in Deliverable 2, the successful offeror must ensure all materials are media released and available for lifetime, exclusive use by the department.

If the successful offeror is using subcontractors in the production of photos, PSAs, and videos, the successful offeror should name the subcontractors (as described in Section 3.08: Subcontractors), explain why they were chosen for this RFP, and describe their strengths as appropriate to CDPHP's public education campaigns.

## SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT - (15%) 150 PTS

**Proposals will be evaluated against the questions set out below:**

**Exercise 4 – Management (12 pages maximum for response. Resumes and organizational charts are not counted in the page limit.) – 150 points**

For the purposes of this exercise, the following applies:

- The Year 1 term of this project is FY22 (7/1/21-6/30/22)
- While the overall budget will not exceed \$2 million any given fiscal year, the budgeted amounts per campaign will be:
  - The Tobacco Prevention Campaign (TPC) has a projected budget of about \$800K-\$900K
  - The Play Every Day campaign has a projected budget of \$250K - \$500K
  - A project budget of \$500K for the new chronic disease prevention campaign that promotes maintaining overall health over the lifetime by preventing and managing all chronic diseases.
  - Several other small campaigns have a combined projected budget of less than \$100K annually
- All campaigns will require the following within the budgets above:
  - strategy and contract management
  - substantial, statewide media placement
  - creation, development, and production of multiple media products in an array of formats
  - coordination of campaign work with related research projects (key informant interviews, focus groups, surveys, etc.)
  - media support and technical assistance for campaign partners and/or grantees. This is a typical deliverable for tobacco prevention efforts, but less so for the other subjects.

Describe your organization's techniques for project management and ability to move multiple large campaigns forward concurrently, while providing the client the time and opportunity to provide thoughtful feedback and approvals.

In addition, ensure your response includes the following for the tobacco prevention campaign, Play Every Day and the new chronic disease prevention campaign. You do not need to address the possible smaller campaigns for this exercise.

- A list of team members from your organization and any subcontractors (if needed) who will work substantively on each campaign
  - Define specifically the role each person or subcontractor will have and quantify the years they have been with your organization, the years of experience with campaigns targeting Alaska audiences, and years of social marketing experience.
  - Include organizational charts that indicate staff and subcontractors for each campaign. Indicate the lines of oversight and primary point of contact who will communicate with the project director and designated department staff.

- Include complete resumes for key staff who will play a substantive role in this work. Abbreviated resumes or bios are not acceptable. Resumes must be submitted in a form that would be appropriate for a job application. Resumes are not counted in the page limit.
- Describe how your agency will ensure each campaign's work will be completed on time, on budget, and of high quality. Specifically address team members who will work on multiple campaigns, and how they will manage their time to accomplish this.
- Describe your creative process and how you will involve CDPHP staff in creative decisions, and how a health equity lens will be used
- Describe your agency's plans for working with CDPHP's staff and how you will keep them informed and included on campaign developments.
- Describe your agency's plans for working with other state departments, contractors, and partners to share information and fully integrate all steps of the social marketing process.
- Identify any possible challenges you might anticipate, and propose solutions your agency would use to resolve problems.

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS - (17.5%) 175 TOTAL PTS

**Proposals will be evaluated against the questions set out below:**

### **Exercise 5 – Experience/Qualifications – Non-Conflict of Interest (1 page maximum) – 25 points**

CDPHP is dedicated to the successful outcome of each of its campaigns. As such, it is imperative to assure that the successful offeror is able to navigate non-conflict of interest processes regarding other work their agency actively works on. This includes campaigns that might market on behalf of tobacco, e-cigarettes, sugar-sweetened beverage companies, or industries that sell these products.

For this exercise, the offeror must explain how they will navigate a conflict of interest, even if they currently do not have a conflict of interest. The offeror should explain how they will ensure that the team working on this contract will consistently be prioritizing the outcomes of these public health education campaigns.

The offeror should explain whether their organization currently does, or plans to, market for tobacco, e-cigarettes, or sugar-sweetened beverage companies, or businesses/companies/industries that sell these products. Specifically, sugary drinks may include soda, pop, energy and sugary vitamin drinks, fruit-flavored sugary drinks, sports drinks, sugary powdered drinks, sweetened coffees or teas, and/or other sweetened beverages.

### **Exercise 6 – Experience/Qualifications (10 pages maximum + letters of reference + a password-protected website to share a portfolio of creative materials. The letters of reference are not included in the 10 pages maximum for this exercise.) – 150 points**

CDPHP is looking for examples of the offeror's experience working specifically on social marketing campaigns, as defined in Section 2.02: Definitions. The work experience provided in this exercise should be from campaigns that do some or all of the following:

- Had the goal of changing health or societal well-being, knowledge, attitudes, intentions and behaviors
- Directed the campaign to target an audience, and target a motivation to change health or societal well-being, knowledge, attitudes, intentions, and behaviors



- Measured for that change throughout the campaign. The behavior change should have been personal, family, or societal. This could include a change that made individuals healthier, safer, or another positive outcome (for example: reducing tobacco use, increasing physical activity, promoting immunization, buckling seatbelts, etc.)
- Addressed health equity issues
- Measured the overall achievement of the goals after the campaign's completion

If your firm has limited experience directly with social marketing, the work experience provided in this exercise should be from marketing campaigns that address some or all of the following:

- Had marketing objectives and goals
- Targeted a specific audience
- Evaluated the success of the campaign during the active term of the campaign, and analyzed results to adjust the campaign to better meet the objectives and goals
- Measured the overall achievement of the goals after the campaign's completion.

There are 3 parts to this exercise, all related to demonstrating the offerors prior, related experience. The offeror's response should also demonstrate having met the minimum qualifications described in Section 1.04.

**Part One: Prior Experience - Process**

**Part Two: Portfolio**

**Part Three: Letters of Reference**

Part One: Prior Experience – Process (60 points maximum)

Describe two (2) examples from the past 5 years of how your agency and members of the proposed project team managed a social marketing or other marketing campaign, with a preference for Alaska campaigns. Show how the agency/team followed the marketing process creatively, and how the effectiveness of the campaign was analyzed. Explain how and when marketing and evaluation research were used, and how this research informed the campaign communication materials. After implementation, what did the evaluation research show about a change in knowledge, attitudes, intentions, behaviors and/or other marketing objectives?–

The explanation should include the following:

- Identification of target markets, including approximate audience size, age range, socioeconomic status, language and culture/ethnicity.
- Identify the marketing objectives and measurable goals.
- If/how formative research informed the creative materials developed for each campaign.
- If/how behavior theories were used to develop the campaign
- The creative strategy used for this campaign, and how your agency arrived at it
- An explanation for how talent was secured and fees paid, as needed, for talent when making communication materials created for the campaign.
- Media objectives and media placement planning for the selected campaign, including discussion of bonus weight and other added value opportunities negotiated.
- How the campaign was evaluated, the results obtained, and how results impacted future efforts.
- Other considerations or constraints (budget, competition, organizational, environmental, etc.)
- Identify any/all personnel who worked on this campaign who would also work on the CDPHP campaigns.

- Describe the cultural responsiveness of personnel and/or subcontractors to the project's needs.
  - Describe how your staff represent the varied sections of society.
  - Describe any agency policies supporting representation and/or inclusion of Alaska's racial and cultural diversity.
- How well this project fell within the projected budget and timeline

#### PART TWO: PORTFOLIO (75 POINTS)

Please submit a portfolio of the following:

Offerors must provide ten (10) marketing and public education materials to illustrate the successful offeror's unique creative strengths. Of these, four (4) should be from the examples in Part One. The samples submitted should be clearly labeled and include the following:

- 3 video PSAs (Each PSA example must not exceed a total production budget of \$15,000. This per-PSA budget excludes hard costs. See "PSA Budgeting" on page 48 for an explanation of the budgeting costs set for this contract's production of video and radio PSAs.)
  - Of these, at least two (2) must be filmed, produced, and edited by your proposed video production team and subcontractors.
  - Of these, at least one (1) should be related to the Part One.
- 1 animated video. This must be animated and edited by your proposed production team and subcontractors.
- 1 radio PSA
- 1 print material (poster, rack card, printed message in or on a bus, for example)
- 1 campaign website (Please provide a working web link.)
- 1 social media account to include 10 posts all published by the successful offeror during a two-month period (Facebook or Instagram page, for example)
- 2 online messages that appear on websites, including either static messages or messages with rotating frames

Please provide all of these examples on a password-protected website. Videos should be submitted in .mp4 format, and the other items should be in a format that can easily be viewed on a PC.

#### PART THREE: LETTERS OF REFERENCE (15 POINTS MAXIMUM)

The offeror must include three (3) letters of reference from campaign work that is provided in the portfolio. Letters should address, from the client's perspective, how well the offeror handled the campaign with regard to creativity, cost effectiveness, timeliness, evaluation, and the success of the campaign. Submitted letters of reference may not be from CDPHP.

## **SEC. 5.05 INTERVIEW – (11.5%) 115 POINTS**

The state will conduct videoconference interviews with those offerors determined to be within the competitive range (500 or more points) after evaluations of technical proposals. Key members of the offeror's project team should plan to attend the interview, which will be conducted by the State's Procurement Officer and the performance evaluation committee (PEC). The State may request additional information prior to interviews and may request to interview specific personnel from the offeror's project team.

The state conducts these interviews in order to gather additional information and to explore the communication flow between CDPHP and the offeror, and also to examine further parts of the submitted proposal that CDPHP is interested in. Themes for the interview may include, but are not limited to:

- Further exploration of an offeror's submitted proposal
- Creative and management processes
- Proposed team members
- The offerors use of subcontractors

Interviews generally last between 1 ½-2 hours. Interviews will likely be conducted through Zoom or a similar videoconference platform. Interviewees will be prohibited from making any reference to their proposed cost proposal during the interview process. Individuals who fail to attend the interview on the time/date specified will be given a "0" score, which may jeopardize the offeror's competitiveness.

## **SEC. 5.06 CONTRACT COST - (20%) 200 PTS**

Overall, 20% 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. 5.07 ALASKA OFFEROR PREFERENCE - (10%) 100 PTS**

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 Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### SEC. 6.03 SITE INSPECTION

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

### SEC. 6.04 CLARIFICATION OF OFFERS

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

substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

## SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

## 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>

- 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 former AS 32.05, 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.

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

### Alaska Veteran Preference Certification

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

## SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

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

#### STEP 1

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

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 TOTAL POINTS AVAILABLE IN RFP x 10% ALASKA OFFEROR PREFERENCE = 10 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:**

<b>OFFEROR #1</b>	<b>83 POINTS</b>	<b>NO PREFERENCE</b>	<b>0</b>	<b>POINTS</b>
<b>OFFEROR #2</b>	<b>74 POINTS</b>	<b>ALASKA OFFEROR PREFERENCE</b>	<b>10</b>	<b>POINTS</b>
<b>OFFEROR #3</b>	<b>80 POINTS</b>	<b>ALASKA OFFEROR PREFERENCE</b>	<b>10</b>	<b>POINTS</b>

### **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 PART OF THE CONTRACT

Part of 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 that:

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

may be waived by the procurement officer.

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

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

## SEC. 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 ASSIGNMENTS

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 is found to be invalid or 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 **SEC. 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

### SEC. 8.01 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)

## ATTACHMENT 1 – COST PROPOSAL

### Cost Proposal

The purpose of the cost proposal format attached is to allow Offerors to submit pricing in a consistent manner that the State can evaluate and score. The State has provided the desired rate type and multipliers, in an annualized format, to provide a mechanism to correlate costs to the anticipated budget. These estimates are not a guarantee of services or payment, which will be paid via the contract, for actual services provided.

Proposals will be evaluated on the Total Project Cost, indicated at the bottom of this sheet. Total Project Cost in excess of \$2,000,000.00 of the SEC 1.02 will cause the proposal to be considered non-responsive and be rejected.

Please enter your cost in the spaces provided below for the completion of each task described in SEC 3.03. All costs proposed in each section attached must include all anticipated expenses, including scheduling, communication, implementation, documentation, and travel (SEC 3.07). No additional costs may be billed to the contract without prior approval by the State, via Contract Amendment.

### Cost Proposal Instructions

There are 2 parts to this cost proposal:

**Part One: establishment of fee-for-service rates**

**Part Two: annual estimate, for use in evaluation**

What is required of each of these parts is described on the following pages, which must be completed and submitted with an offeror's proposal.

This cost proposal section seeks to establish rates for the component services that are anticipated in the performance of the services of this contract. The rates provided here will be used to evaluate the proposals received and establish the resultant contract. The rates provided will be valid for the life of the contract.

### Media Commissions

During the term of this contract, the successful offeror is expected to place non-commissionable media when appropriate, aiming toward the achievement of campaign goals. When placing non-commissionable media for this contract, the successful offeror will be paid an hourly placement rate. This hourly rate will only apply to non-commissionable media; it will not be paid for placing commissionable media (such as broadcast TV placement, as one example). The offeror will be allowed to accept standard commission from media channels that pay commission for placement.

### Mark-Up

CDPHP will not pay mark-up on any costs incurred by the successful offeror. This includes, but is not limited to:

- non-commissionable media, such as social media
- outbuys or postage
- work done by subcontractors
- travel expenses or per diem

## PSA BUDGETING

Throughout this contract, project directors may request filming 30-second video PSAs or radio/audio PSAs. All concepts will be presented to the project director and designated department staff in advance with corresponding budgets. All concepts will be reviewed and the selected concept and corresponding budget approved prior to beginning any work. During the term of this contract, the project director will limit total costs for a :30 video PSA to \$15,000 excluding hard costs, unless a concept warrants otherwise. The \$15,000 cost will include payment for the offeror and subcontractor's staff time; pre-production work; scriptwriting; creating storyboards; selecting audio, music, voice and acting talent; setting and maintaining timelines; securing permits as needed; coordinating shoot locations; planning travel as needed; collecting signed media releases; and other such items. This cost also includes the successful offeror's and possible subcontractor's staff time on-set for production and afterward for post production and finalizing the PSA. This would include coordination with the project director and designated department staff on any necessary revisions, animation, custom graphics, or creating tags. Examples of hard costs that fall outside the \$15,000 – but must be approved prior to starting the work on the PSA – include the actual cost of purchasing music, paying for voice and acting talent, air fare, mileage, per diem, hotel accommodations, the actual cost of permits, etc. as needed and approved by the project director and designated department staff.

In the event the project director and designated department staff request a 15-second or 60-second PSA, video, vignette or other audio/visual product, the successful offeror must present a complete budget proposal for that product to the project director with justification for the expense. Before production, the project director and designated department staff must give final written approval.

The successful offeror may use other subcontractors during its work. If that is planned, that work must be included in the campaign's annual work plan. The budget for that work must be negotiated in advance between the successful offeror, project director and designated department staff. Both the chosen subcontractor and the budget for the work must be pre-approved by the project director and designated department staff before the work begins.

### PART ONE: ESTABLISHMENT OF FEE-FOR-SERVICE RATES

The offeror will provide fee-for-service rates for the project team, and for the production of several types of communication materials. These rates must be inclusive of all costs (direct and indirect), and will be used to establish the rates in the contract. These are the rates that will be used in each campaign's project budget development.

FOR VIDEO AND RADIO PSAS, THE TOTAL COST LISTED BELOW MUST INCLUDE ALL THE PSA-RELATED EXPENSES (EXCLUDING HARD COSTS) OUTLINED IN THE SECTION ABOVE CALLED "PSA BUDGETING."

Fee-for-Service Item	Proposed Cost / Each
<b>Project Team Staff</b>	
Account Supervisor/Director of Client Services/Vice President	\$ /hour
Account Executive	\$ /hour



Account Coordinator or Junior Account Executive	\$ /hour
President/CEO/Manager	\$ /hour
Creative Director	\$ /hour
Senior Art Director	\$ /hour
Art Director	\$ /hour
Production Artist	\$ /hour
Copy Writer	\$ /hour
Media Director/Planner/Buyer (inclusive of placement of non-commissionable media)	\$ /hour
Traffic Manager	\$ /hour
Web Designer/Programmer/Developer	\$ /hour
Public Relations Director	\$ /hour
Video Production Manager/Editor	\$ /hour
Photographer Hourly Rate	\$ /hour
Administrative Support Services	\$ /hour
Digital Media Strategist or Coordinator	\$ /hour
Other:	\$ /hour
Other:	\$ /hour
<b>Media Production</b>	
Filming and finalizing an original :15 TV PSA of video	\$ /each
Filming and finalizing an original :30 TV PSA of video	\$ /each
Creating and finalizing an original :15 animated TV PSA of video	\$ /each
Creating and finalizing an original :30 animated TV PSA of video	\$ /each
Recording and finalizing an original :15 radio/audio PSA	\$ /each
Recording and finalizing an original :30 radio/audio PSA	\$ /each
Video production (filming and editing only)	\$ /per minute

**PART TWO: ANNUAL ESTIMATE, FOR USE IN EVALUATION**

For the purposes of evaluating proposals, a projected annual plan has been developed, and the offeror is expected to complete the plan using the rates they have proposed in part one. If the rates from part one are not used, the proposal will be deemed non-responsive and will not move forward to the evaluation phase.

**The total provided in Part Two is the amount that will be evaluated.**

<b>Fee-for-Service Item</b>	<b>Projected Annual Qty of Hours</b>	<b>Proposed Hourly Rate for Personnel and PSA rate for PSAs</b>	<b>Total</b>
Account Supervisor/Director of Client Services/ Vice President	900 hours	\$	\$
Account Executive	1100 hours		
Account Coordinator or Junior Account Executive	750 hours	\$	\$
President/CEO/Manager	450 hours	\$	\$
Creative Director (If you don't have a creative director, use the rate of your Senior Art Director here. If you don't have a Senior Art Director, use the rate of your Art Director)	200 hours	\$	\$
Senior Art Director (If you don't have a Senior Art Director, use the rate of your Art Director here)	150 hours	\$	\$
Art Director	450 hours	\$	\$
Production Artist	50 hours	\$	\$
Copy Writer	100 hours	\$	\$
Media Director/Planner/Buyer (placing non-commissionable media)	200 hours	\$	\$
Traffic Manager	200 hours	\$	\$
Web Designer/Programmer/Developer	250 hours	\$	\$
Public Relations Director	100 hours	\$	\$
Video Production Manager/Editor	150 hours	\$	\$
Photographer	150 hours	\$	\$
Administrative Support Services	200 hours	\$	\$
		\$	\$
Filming and finalizing 4 original :30 TV PSAs in Anchorage	4 PSAs	\$	\$
Recording and finalizing 3 original :30 radio PSAs	3 PSAs	\$	\$

Creating and finalizing 2 original :30 animated TV PSAs	2 PSAs	\$	\$
<b>Projected Total:</b> (this is the amount that will be evaluated)			\$

## 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**

## 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: 210000065

### 5.01 Understanding of the Project – 3.5% (35 points)

#### *Exercise 1 – 2 pages maximum*

- How well does the offeror correctly define an understanding of the scope of work and deliverables? (5 points)
- Does the offeror provide a strong summary for its approach to developing a new campaign to address the connection between chronic diseases and infectious diseases like COVID-19, including key objectives and expected outcomes? (10 points)
- How well does the offeror show an understanding of social marketing and how it should be used to manage public health education campaigns? (5 points)
- Does the successful offeror provide a solid understanding of creating multiple work plans, following timelines and meeting critical deadlines for different campaigns? (3 points)
- How well does the successful offeror understand the importance of prioritizing clear communication with the project director, working with other partners and contractors, and addressing health equity issues? (5 points)
- How well has the successful offeror identified pertinent issues and potential problems related to the project? (5 points)
- Does the offeror include the offeror's name and the page numbers in the header or footer consistently on every page, including certifications, forms, or other documents? (2 points)

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

### 5.02 Methodology – 22.5% (225 points)

#### *Exercise 2 – Work Plan (16 pages maximum) – 175 points*

- Did the offeror provide a strong description of how it would follow the social marketing process and apply behavior change theories to this project? (20 points)
- Did the offeror provide a thorough description of all elements of the project? (10 points)
- Did the offeror provide a strong list of 1 to 10 activities used to meet the project's goals and objectives? Did the offeror describe who was responsible for each deliverable and provide expected completion dates for each deliverable? (15 points)

- d. Did the offeror provide a plan to create and place materials that are culturally-relevant and address health equity issues? (15 points)
- e. Did the offeror provide a strong explanation for how the annual budget would be allotted percentage-wise for contractor costs for strategy, project management, and labor costs; printing; production and filming; possible subcontractor costs; media placement; and any other costs? (25 points)
- f. Did the section focused on media placement provide a strong explanation for proposed percentages dedicated to television, radio, online, print, social media (as examples), and what specific channels, publications or outlets likely would be recommended to reach the audiences? (25 points)
- g. Does the offeror's plan for media placement get the most reach and frequency with a limited number of media placement dollars? How well does it leverage bonus, discount, or added-value placements that still reach the target audiences? Does the offeror provide a strong history/justification to back up the ability to achieve this leverage? (20 points)
- h. How well did the offeror list the actual results it expected to achieve by meeting the goals/activities? (15 points)
- i. How well did the offeror list standards and requirements that will be used to establish quality and ensure the activities will provide the expected results? (15 points)
- j. Did the offeror provide a strong list of what will be measured to ensure the expected results of the activities have been achieved? (15 points)

**Exercise 3 – Production of PSAs & Videos (3 pages maximum) – 50 points**

- a. Did the offeror provide a strong explanation of the creative process and production plan for how they and/or a subcontractor would capture still photographs and images during the term of the contract? If a subcontractor would be used, did they name the subcontractor and justify why that agency/organization would be used for still photography? (10 points)
- b. Did the offeror provide a strong explanation of the creative process and production plan for how they would film high-quality, motivating PSAs and videos? Did they specify if the PSAs and videos would be filmed in-house or by a subcontractor? If a subcontractor would be used, did they name the subcontractor and justify why that agency/organization would be used for video production? Did they describe the film crew's strengths? (20 points)
- c. Is the plan for filming PSAs efficient and cost-effective? How well does it track expenses to ensure the budget is met? (10 points)
- d. How well did the offeror describe how they will find and/or hire the most appropriate talent to be featured in still photographs and video? (5 points)
- e. Does the plan include strong assurance that all generated photographs, PSAs, and videos are media released and available for lifetime, exclusive use by the department? (5 points)

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

**5.03 Management Plan – 15% (150 points)**

**Exercise 4 – 12 pages maximum for response. Resumes and organizational charts are not counted in the page limit.**

- a. Does the offeror provide a strong explanation for its project management techniques and ability to move multiple large projects forward concurrently, while providing CDPHP staff with the time and opportunity to provide thoughtful feedback and approvals? (20 points)

- b. Does the offeror provide strong explanations for each proposed CDPHP campaign, addressing who from the organization and any subcontractors (if needed) will work substantively on the campaign; the specific role each person or subcontractor will have; how many years they have been with the organization; the years of experience with campaigns targeting Alaska audiences; and the years of social marketing experience? (25 points)
- c. How well does the offeror provide organizational charts that indicate staff and subcontractors for each campaign? How well does the offeror indicate the lines of oversight and primary point of contact who will communicate with CDPHP's project director and designated department staff? (15 points)
- d. Does the offeror include strong, complete resumes for key staff that will play a substantive role in this work? (20 points)
- e. How well does the offeror describe how it will ensure each campaign's work will be completed on time, on budget, and of high quality? (15 points)
- f. How well does the offeror describe its creative process and how a health equity lens will be used? (15 points)
- g. How well does the offeror describe how it will involve CDPHP staff in campaign and creative decisions? (20 points)
- h. How well does the offeror describe its plans for working with other state agencies, contractors, and partners to share campaign information and fully integrate all steps of the social marketing process? (10 points)
- i. How well does the offeror identify any possible problems it might anticipate, and how it navigates resolution of concerns? (10 points)

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

## **5.04 Experience and Qualifications – 17.5% (175 points)**

### **Exercise 5 – Non-Conflict of Interest (1 page maximum) – 25 points**

- a. How well did the offeror describe their history and intention with regard to working with clients who market for sugar-sweetened beverage companies or industries/businesses that sell these products? How well does their narrative explain how the agency will ensure that any other marketing they do will not be a conflict of interest to CDPHP's Play Every Day (or other) campaigns? (12.5 points)
- b. How well did the offeror describe their history and intention with regard to working with clients who market for tobacco and/or e-cigarette products, or companies that sell these products? How well does their narrative explain how the agency will ensure that any other marketing they do will not be a conflict of interest to CDPHP's Tobacco Prevention and Control (or other) campaigns? (12.5 points)

### **Exercise 6 – Experience/Qualifications (10 pages maximum + letters of reference + a password-protected website to share a portfolio of creative materials)**

#### **PART ONE: PRIOR EXPERIENCE – PROCESS – 60 POINTS**

Score the two examples provided by the offeror, according to the below (a maximum of 60 points for scoring both examples as a whole).



Looking at both examples:

- a. How well did the offeror describe using the social marketing or marketing process? (6 points)
- b. How well did the projects focus on target audiences and choose strategies to reach those audiences? Is justification for these choices reasonable? (6 points)
- c. How well did the offeror identify marketing goals and objectives, and how to measure them? (6 points)
- d. How well did the offeror address using formative research and/or behavior theories to develop the campaign? (6 points)
- e. How well did the offeror describe using creative strategies? How well did they describe securing talent and following a criteria for selection? (6 points)
- f. Did the offeror have a strong media placement plan, including value-added and/or bonus placement? (6 points)
- g. How strongly was the campaign evaluated? What results were obtained, and how did the results impact future efforts? (6 points)
- h. Was work completed on time and within budget? How well did the offeror identify and deal with unforeseen issues? (6 points)
- i. How well did the offeror address whether project personnel from this example would be proposed for CDPHP campaigns as well? (6 points)
- j. How well did the offeror describe the cultural responsiveness of personnel and subcontractors, how the staff represents varied sections of society, and policies supporting representation and/or inclusion of racial and cultural diversity? (6 points)

## PART TWO: PORTFOLIO – 75 POINTS

Score the creative strength of the ten (10) marketing and public education materials submitted by the offeror.

- 3 video PSAs (Each PSA example must not exceed a total production budget of \$15,000. This per-PSA budget excludes hard costs. See “PSA Budgeting” on page 48 for an explanation of the budgeting costs set for this contract’s production of video and radio PSAs.) (30 points)
  - Of these, at least two (2) must be filmed, produced, and edited by your proposed video production team and subcontractors.
  - Of these, at least one (1) should be related to the Part One.
- 1 animated video. This must be animated and edited by your proposed production team and subcontractors. (10 points)
- 1 radio PSA (5 points)
- 1 print material (poster, rack card, printed message in or on a bus, for example) (5 points)
- 1 campaign website (Please provide a working web link.) (5 points)
- 1 social media account to include 10 posts all published by the successful offeror during a two-month period (Facebook or Instagram page, for example) (10 points)
- 2 online messages that appear on websites, including either static messages or messages with rotating frames (10 points)

### **PART THREE: LETTERS OF REFERENCE - 15 POINTS MAXIMUM**

How relevant and strong are the three letters of reference from previous clients that address the successful offeror's creativity, management, cost effectiveness, evaluation, and communication credentials? (15 points)

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

### **Sec. 5.05 INTERVIEW 11.5% (115 PTS)**

#### **Exercise 7 – Interview – 115 points**

Interview questions will be individually customized to each offeror's proposal, based on the following themes:

- a. Further exploration an offeror's submitted proposal
- b. Exploration of the communication flow between CDPHP staff and the offeror's project team
- c. Creative and management processes
- d. Proposed team members
- e. The offerors use of subcontractors

~~The total points possible for the technical evaluation sections above is 700.~~  
The remaining 300 points are allocated to cost (200) and the Alaska Offeror's Preference (100)

### **Sec. 5.06 CONTRACT COST (20%)**

Overall, 20% 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. 5.07 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.

## 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.

## 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.							
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>		

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 National 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



## 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
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it. <b>ARTICLE 2. Performance of Service:</b> 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract 2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract 2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor 2.4 Appendix D (Payment for Services) sets forth the provision for payment 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 <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends on _____ <b>ARTICLE 4. Considerations:</b> 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><u>\$0,000.00</u></b> in accordance with the provisions of Appendix D.			
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		Signature of Head of Contracting Agency or Designee	
<b>13. CONTRACTING AGENCY</b>		Date	
Department/Division Health & Social Services /		Signature of Project Director	
Signature of Project Director		Date	
Typed or Printed Name of Project Director		Typed or Printed Name	
Title		Title	

## **Appendix A**

### **General Provisions**

#### **Article1. 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.

#### **Article2. 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.

#### **Article4. 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.

#### **Article5. 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 \$1,000,000 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	\$1,000,000 per Claim / Annual Aggregate

## **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.