

STATE OF ALASKA REQUEST FOR PROPOSALS



SUBSTANCE MISUSE AND ADDICTION PREVENTION PUBLIC HEALTH EDUCATION CAMPAIGN SUPPORT

RFP 2022 0600 5101 • 0622-038

ISSUED MARCH 17, 2022

THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS), DIVISION OF PUBLIC HEALTH (DPH), OFFICE OF SUBSTANCE MISUSE AND ADDICTION PREVENTION (OSMAP) IS SOLICITING PROPOSALS FOR A CONTRACTOR TO DEVELOP, CREATE, PLACE, AND PROVIDE COMPREHENSIVE, STATEWIDE PUBLIC EDUCATION CAMPAIGNS FOR ITS PROGRAMS. THESE CAMPAIGNS ARE DESIGNED TO PREVENT AND REDUCE SUBSTANCE USE DISORDERS AND REDUCE HEALTH HARMS THAT OCCUR BECAUSE OF SUBSTANCE USE.

ISSUED BY:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH

PRIMARY CONTACT:

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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 Department of Health and Social Services (DHSS), division of public health (DPH), office of substance misuse and addiction prevention (OSMAP) is soliciting proposals for a contractor to develop, create, place, and provide comprehensive, statewide public education campaigns for its programs. These campaigns are designed to prevent and reduce substance use disorders and reduce health harms that occur because of substance use. The successful contractor will continue to build on the strengths of ongoing opioids and marijuana public education campaigns. As needed, the successful contractor will also build public education campaigns for OSMAP's other program which focuses on prevention of fetal alcohol spectrum disorders. The successful contractor may also be asked to develop campaigns in response to additional substance crises that impact Alaska.

These campaigns will use a social marketing approach and media to raise awareness about the health problems and positively change health behaviors. The successful offeror will work collaboratively with DHSS, other partners, and contractors to develop, manage, and provide long-range strategy for these statewide public health education campaigns.

SEC. 1.02 BUDGET

Department of Health and Social Services, DPH/OSMAP estimates a budget of between **\$1,500,000.00** and **\$2,000,000.00** dollars for completion of this project. Proposals priced at more than **\$2,000,000.00** will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:30PM prevailing Alaska Time on April 8, 2022 at 2:30PM. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements. Offerors must identify start and end dates (month and year):

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.
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, radio and print, website development and maintenance of creative materials, as well as out-of-home, social media (Facebook, Twitter, Instagram) and digital/interactive media. This experience also must include media archive development for still photography and videos. 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.
4. The offeror must provide letters of reference from three (3) prior clients for work provided in their portfolio (described in Section 3.03). These letters must address, from the client's perspective, the

offerors creativity, cost effectiveness, timeliness, and overall success of the campaign. Submitted letters may not be from the Alaska Division of Public Health.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: **ANNALISA HAYNIE** – PHONE **907-465-1695** – EMAIL annalisa.haynie@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Proposals will be submitted via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **HSS.PROCUREMENT.PROPOSAL@ALASKA.GOV** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **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 and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at **(907) 465-1695** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

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 accordingly. All times are Alaska Time.

- Issue RFP March 17, 2022
- Deadline for questions, March 28, 2022, at 4:00PM
- Deadline for Receipt of Proposals, April 8, 2022, at 2:30PM
- Proposal Evaluation Committee complete evaluation by April 21, 2022
- State of Alaska issues Notice of Intent to Award a Contract April 28, 2022
- State of Alaska issues contract between May 8 and June 16, 2022
- Contract start July 1, 2022

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 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Office of Substance Misuse and Addiction Prevention (OSMAP) coordinates various statewide prevention efforts to reduce substance use disorders and reduce the harms associated with substance use. Substances addressed in the Office include, but are not limited to, opioids, marijuana, and prenatal alcohol exposure. OSMAP also coordinates with community organizations throughout Alaska to align prevention strategies and equip communities with materials and tools to use locally. More information about OSMAP can be found at <http://dhss.alaska.gov/osmap/Pages/default.aspx>.

This solicitation seeks qualified offerors to provide comprehensive, statewide public education campaigns to support OSMAP's efforts. Campaigns will require partnerships with multiple programs and agencies to ensure messages maximize the reach to the most Alaskans possible, and to positively change knowledge, attitudes, intentions, and health behaviors. The successful offeror will work collaboratively with the OSMAP, other partners, and other contractors to develop, manage, and provide long-range strategy for these statewide public health education campaigns.

Following is a description of each of OSMAP's primary campaigns:

Opioid Misuse and Addiction Prevention Campaign

Alaska has experienced high rates of illicit opioid, heroin, and fentanyl use, and prescription opioid misuse. Infrastructure integrating state and local efforts improves the targeting of resources to support local-level need, in alignment with community population needs. To enhance this infrastructure, Alaska communities need overdose education around multiple substances, improved state and local integration among urban and rural overdose prevention, and enhanced naloxone distribution efficiency across the state. Alaska has recognized opioid misuse, and polysubstance misuse, as a threat to Alaskans' wellbeing. Of the 403 opioid-related inpatient hospitalizations during 2016–2017, 36% involved one or more additional substances.¹ Heroin and psychostimulants were the most common combination involved in multidrug overdose deaths, resulting in 17% of overdose deaths during 2015–2019.² Fentanyl is increasingly being used as an adulterant in other illicit substances³, emphasizing a need for ongoing education efforts to improve community health literacy focused on preventing accidental overdose. Additionally, most Alaska's municipalities are not connected to the road system, making it logistically and financially difficult to provide goods and services to 35% of the population living in rural communities. During 2016–2020, six out of ten boroughs and census areas (BCAs) experiencing the highest rates of naloxone administration by EMS had populations of less than 10,000 residents; three had less than 5,000 residents.⁴

Interventions across the socioecological system have been vast including campaign efforts. At the macrolevel, in February 2016, former Governor Walker issued a disaster declaration for the opioid epidemic to establish a statewide Overdose Response Program under the oversight of Alaska's Chief Medical Officer. This enabled a wide distribution of naloxone, a life-saving overdose reversal drug.⁵ In July 2017, HB 159 was passed. This legislation initiated various regulations for opioid prescription and dispensing. HB 159 reduced the duration of initial opioid prescriptions to a seven-day supply,

heightened reporting and monitoring of opioid prescriptions, and continued provider education on pain management, opioid use, and addiction.⁶

The Alaska Department of Health and Social Services (DHSS) received multiple federal multi-year grants to support prevention and treatment of opioid addiction, misuse and overdose in Alaska. Portions of these grants support public education campaigns focused on prevention. These efforts include multiple partners, including several divisions within DHSS; other federal, state, and local organizations; and contractors.

In 2017 and 2018, DHSS initiated a campaign to reduce prescription opioid misuse of commonly prescribed opioids. This campaign identified commonly prescribed opioids, encouraged patient/provider discussions about the risks of opioids and possible alternatives, encouraged proper disposal and storage of opioids, and discouraged sharing of medications.

DHSS has designed communications to encourage prescribers to thoroughly discuss these risks with patients. Prescribers are also being asked to consider and discuss non-opioid pain management options with acute pain patients; increasing evidence suggests over the counter NSAIDs can be just as effective as several commonly prescribed opioids.⁷

DHSS also provides various educational materials to support outreach efforts for people who have opioid use disorder. These materials cover the importance of reducing health harms caused by the disorder. Information covered includes where to access naloxone (an overdose reversal medication), how to respond to an overdose, and how to avoid serious infections such as HIV and hepatitis C.

In addition to these efforts, DHSS continues to work toward improving public knowledge, and the elimination of stigma surrounding substance use disorder. Shame and embarrassment caused by stigma sometimes prevents people from seeking emotional support from loved ones or substance use disorder treatment from professionals.

DHSS public education information about opioids can be found at <https://dhss.alaska.gov/dph/Director/Pages/opioids/home.aspx>.

Prenatal Alcohol Exposure Prevention Campaign

Since the formal diagnosis of Fetal Alcohol Syndrome (FAS) was established in 1973, the Alaska DHSS has been engaged with issues pertaining to prenatal alcohol exposure with an emphasis on collecting data on FAS, FASD diagnosis and prevention efforts. Historically, couched from a behavioral health approach these efforts primarily focused on individual behavioral change. The prominent messaging that FASD is a “100% preventable disorder” acts as a foundational message that by just not drinking during pregnancy, the disorder can be prevented, but this does not account for the complexities of women’s lives, nor does it acknowledge present and past societal forces that contribute to alcohol consumption throughout the lifespan and generations. This message unintendedly has oversimplified a very complex issue and perpetuated blame and stigma on individuals and families.

Applying a public health approach to prenatal alcohol prevention education and media campaigns requires careful consideration to intended audiences and recognized complexities of the issues related

to prenatal alcohol exposure. Effective campaigns will subscribe to recommendations developed by the FASD community including individuals and families directly impacted.

Marijuana Public Education Campaign

Beginning February 24, 2015, it became legal ([AS 17.38](#)) for adults ages 21 years or older to use and possess marijuana for personal use in Alaska. Legalization brings important public health concerns, especially for populations for whom use may have health and social consequences. DHSS campaigns on marijuana use have focused on messages that address direct impacts to public health that may result from legalization of its use. For adults who use or plan to use marijuana, campaigns have focused on responsible use. Responsible use requires knowledge of the laws, an understanding of the potency and serving sizes of various products, avoiding driving while under the influence of marijuana, storing products away from children and many other important considerations. Youth campaigns have focused on identifying and communicating key health messages through trusted messengers such as parents, coaches, and other adults. At this time, DHSS public education information about marijuana can be found at: <http://dhss.alaska.gov/dph/Director/Pages/marijuana/default.aspx>.

Using CDC Best Practices to Build OSMAP's Social Marketing Campaigns

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

- long-term
- integrated into the larger comprehensive public health programs
- culturally appropriate
- strategic
- inclusive of a wide range of efforts, including mass media, earned media and activities
- adequately funded²

While no single practice, policy, or program is likely to be sufficient to eliminate these health concerns in Alaska, statewide public education campaigns can positively change knowledge, intentions and behaviors. Such campaigns involve many community partnerships, are large in scale, and require high-intensity efforts with sustained high visibility and use social marketing techniques to develop and deliver the campaign messages.

The goal of these campaigns is to reach defined target audiences with new and attention-getting messages, as efficiently and economically as possible, and ultimately positively change knowledge, intentions, and behaviors. OSMAP and the public education campaign project directors put 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. OSMAP 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. OSMAP 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 need to work collaboratively with any organization(s) that will be conducting that research and evaluation on behalf of OSMAP public education campaigns.

Section Health Equity Values Statement:

Health equity is a value of the Office of Substance Misuse and Addiction Prevention. To achieve optimal health for Alaskans, the section 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 foods. 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 OSMAP. The expectations of how this value should be reflected will be clearly defined in the subsequent sections of the RFP.

References:

1. Section of Epidemiology (SOE). Health Impacts of Opioid Misuse in Alaska. *Bulletin-Recommendations and Reports* No. 1, August 8, 2018. Available at: <http://epibulletins.dhss.alaska.gov/Document/Display?DocumentId=1984>
2. Alaska Health Analytics and Vital Records. 2018 Drug Overdose Mortality Update. Available at: <http://dhss.alaska.gov/dph/VitalStats/Pages/data/default.aspx>
3. Drug Enforcement Administration. 2019 National Drug Threat Assessment. Available at: https://www.dea.gov/sites/default/files/2020-01/2019-NDTA-final-01-14-2020_Low_Web-DIR-007-20_2019_1.pdf
4. Alaska's Emergency Medical Services Office. (2021). *NEMESIS Version 3 State Data Set*. Retrieved from Biospatial. Unpublished raw data.
5. *Governor Walker Issues Declaration on Opioid Epidemic*, State of Alaska Press Release, February 15, 2017. <https://gov.alaska.gov/newsroom/2017/02/governor-walker-issues-disaster-declaration-on-opioid-epidemic/>
6. *Controlled Substance Legislative Update*, Alaska Department of Commerce, Community, and Economic Development. August 2017. <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing/BoardofPharmacy/PrescriptionDrugMonitoringProgram.aspx>
7. Effect of a Single Dose of Oral Opioid and Nonopioid Analgesics on Acute Extremity Pain in the Emergency Department: A randomized Trial, *JAMA*, November 2017. Volume 318, No. 17. http://www.anzctr.org.au/AnzctrAttachments/373874-jama_Chang_2017_oi_170123.pdf

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Health and Social Services, Division of Public Health, Office of Substance Misuse and Addiction Prevention (OSMAP) is soliciting proposals for a contractor to develop, create, place, and provide comprehensive, statewide public education campaigns. These campaigns are designed to prevent and reduce substance use disorders and reduce health harms that occur because of substance use.

The successful offeror will work collaboratively to develop, implement, and provide a long-range strategy for multiple comprehensive statewide public education campaigns to prevent and reduce various substance use disorders and prevent or reduce harms that may occur because of substance use. The goal of these campaigns is to use the social marketing approach to positively change knowledge, attitudes, beliefs, intentions, health behaviors and social norms regarding substance use. Social marketing campaigns may include, but are not limited to, focus areas of prescription opioids and heroin, marijuana, fetal alcohol spectrum disorder, and additional substances challenging public health in Alaska.

The successful offeror will create public education materials and media for the State's public education campaigns. The offeror will place and publish those materials and media using statewide television, radio, print, Internet/social media, out-of-home venues, earned media, events and/or specialty advertising media, and other approved communication channels. The offeror will provide developed media materials and public education technical assistance to grantees and partners, as needed.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be for a total of four years with initial contract year beginning approximately July 1, 2022 and ending June 30, 2023. There will be three optional renewals as follows:

Option 1 of 3 July 1, 2023, through June 30, 2024

Option 2 of 3 July 1, 2024, through June 30, 2025

Option 3 of 3 July 1, 2025, through June 30, 2026

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

In accordance with the Scope of Work above, the successful contractor will be responsible for collaborative work with OSMAP staff to accomplish the following deliverables:

Deliverable 1: Campaign Strategy/Management

The successful offeror will manage multiple components of the statewide public education campaigns created to motivate target audiences and result in behavior changes. Contract management includes becoming familiar with the campaigns; the health subject matters involved; the history, culture and environment surrounding these subject matters; 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, 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.

According to “Social Marketing: Influencing Behaviors for Good,” (Nancy R. Lee, Phillip Kotler), social marketing includes the following tasks:

- Describing the background, purpose and focus for the planning effort
- Conducting a situation analysis
- Selecting and describing the target market
- Setting market objectives and goals for behavior, knowledge and beliefs
- Identifying audience barriers, benefits and competition
- Writing a positioning statement
- Developing a strategic marketing mix, including product, price, place and promotion
- Determining an evaluation plan
- Establishing a campaign budget
- Outlining an implementation plan

OSMAP expects the successful contractor to plan for and complete the above steps for each campaign within this contract.

Preparation and Review

- Become familiar with and collaborate in the ongoing development of the public education campaigns, previous strategies used, and related formative and evaluation projects used for the campaigns.
- Work with campaign partners to understand their plans and objectives, and how they relate to the campaigns’ plans and objectives.
- Review the campaigns’ archives of broadcast, print, online and other types of media developed by the department or previous contractors within 30 days of contract signing.
- Review literature relevant to opioids, marijuana and other relevant subject matters that include national and state research and data, to include data and materials available at www.opioids.alaska.gov and www.marijuana.dhss.alaska.gov. This includes becoming familiar with campaigns run in other states and/or countries.

Management, Meetings, and Reporting

- Attend and coordinate regular meetings with appropriate public education campaign staff to discuss strategy, deliverables, projects for approval, and address any issues that arise. Work with OSMAP staff to prepare the agenda and recap meeting action items. Program directors and campaign project directors will work with the successful offeror to determine how many people need to attend each meeting, how often and where to hold the meetings for the most efficiency.
- By close of the contract year, deliver to the project director 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.

Collaborate on Research

The successful offeror will collaborate with DHSS and program staff, as well as partners, to complete formative (focus groups and key informant interviews) and evaluation (typically surveys) to inform and evaluate the social marketing campaigns. 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 campaign project directors
- Provide input to survey questions. (The programs' evaluation staff has the largest role developing these questions.)
- Help create new strategies for the social marketing campaigns based on the results of research

Develop Annual Public Education Strategy and Written Work Plan

The successful offeror will meet with the campaigns' project directors to develop a work plan for State Fiscal Year 2023. Each public education campaign will have its own annual work plan that aligns with the other campaigns.

Deliver a final work plan that supports the campaign's communication strategies within 30 days following the contract start with the campaign(s) project directors. The work plan will include all expected costs that cover all the deliverables. The successful offeror will not begin work on the media 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, 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 ads, etc.), and address the following for each work product:

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

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 camera-ready due date and publish date
 - radio and television flights in urban and rural markets
 - all web site and social media updates and posting dates
- Relevant events, activities, and possible earned media opportunities
- Relevant grantee or partner activities and events
- Focus groups, key informant interviews, and surveys
- Note: Separate flow charts may be needed for multiple campaign components.

Contract Invoice Requirements

The successful offeror will submit a clear and concise monthly invoice for services performed in this contract. The monthly invoice must indicate which deliverable is being billed, and for which campaign the work was done. Details of the invoicing requirements will be indicated in the resultant contract, and at minimum will include:

- Reference to the OSMAP campaign being billed for
- An invoice summary that indicates charges by deliverable
- Back-up documentation to list the staff hours, out-buys, and possible subcontractor costs being billed
- Back-up documentation for other out-buys, such as tear sheets, media channel affidavits, and vendor invoices including reports for media spots achieved

Deliverable 2 – Development/Production of Campaign Materials

At the direction of the project director, 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, radio materials; print materials and ads; newspaper inserts and ads; bus ads; theater ads; websites; social media including Facebook, Twitter, YouTube and other social media outlets; online ads and online marketing materials, including Pandora Internet radio; digital presentations;

posters, etc.; out-of-home materials; and other materials as agreed upon between the successful offeror and the campaign project director. The successful offeror will coordinate, and purchase print and promotional products as needed, which could include posters, rack cards, banners, t-shirts, and other items.

The successful offeror will make media selection recommendations; manage social media outlets and publications; tag pre-produced ads prior to placement; recommend new production materials; and coordinate with OSMAP staff and department Public Information Officers for earned media events, publications and interviews when appropriate. This could include assisting with promotion of statewide events and activities, event partnerships, and community tie-ins to support and reinforce the statewide campaigns.

The successful offeror shall regularly identify and assist in developing earned media opportunities throughout the year. They shall provide earned media support, to include help with press releases, organizing press conferences, engaging news outlets for coverage of events that can include the release of new data, demonstrating program success, or alerts to the public regarding issues impacting public health. For any campaign with OSMAP, earned media work will be in coordination with the campaign director, program director, 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 and TV 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 campaign project director before they are used in communication materials and the department reserves the right to revoke the privilege of talent to represent the campaign on behalf of the department 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 campaign project director, the successful offeror may be asked to oversee the creative direction of and posting to the campaigns' websites, Facebook pages, and YouTube channels, and other social media, as needed.

If this service is requested, the successful offeror will:

- Add media to YouTube sites
- Maintain and regularly post to the campaign Facebook pages
- Provide creative direction and regular updates to the campaign websites. For websites hosted on the state's web system (<https://dhss.alaska.gov/dph/Director/Pages/opioids/home.aspx> and www.marijuana.dhss.alaska.gov), the successful offeror will need to work with DHSS staff and possibly other contractors to complete the updates.
- Create banners, rotating photo banners, other graphics and text as needed for the websites, Facebook, and YouTube channels. DHSS staff and other contractors will post these to the campaign websites housed within the State web system, but the successful offeror will post

these materials to websites they manage and to appropriate Facebook pages, YouTube Channels and other social media. These materials should be updated regularly and, on a schedule, approved by the campaign project director.

- Maintain Google/YouTube/Adwords for relevance and according to use, as needed
- Post online ad materials to Facebook and other online resources where appropriate and in accordance with the media buy plan
- Review and report on analytics for all online and social media noted above, which could include campaign websites hosted on the State web system if the State analytics data is available. The frequency of the analytics will be discussed with the successful offeror and campaign project director; approval will be provided by the project director.

For every print document produced that will also be published online, a web version must also be produced.

All media that will be published online must be Americans with Disabilities Act (ADA) web-accessible communication materials (web sites, web pages, media materials, publications, public service announcements, PDF's etc.). This work must be compliant with [Web Content Accessibility Guidelines 2.0 \(WCAG 2.0\)](#), as required by the [State of Alaska Accessibility Policy](#). Additional resources and information about WCAG 2.0 standards can be found on the [WebAIM website](#). Failure or inability of the successful offeror to produce online media that is compliant with ADA and the State standards may result in the contract being terminated for non-compliance.

The successful offeror will use existing data, literature and formative research results in the concept and development of media campaign themes, designs and materials. The successful offeror will develop and select public education and media materials with culturally appropriate language and images.

All materials created for the campaigns will be published through department (DHSS) channels in addition to channels arranged through this contract. Those department channels could include, but are not limited to, the department's YouTube and Vimeo channel, website, and Facebook pages, Twitter, and other social media sites. The successful offeror will need to work with the department to ensure all materials created for the campaign follow the department guidelines for publications and use of the DHSS logo. Materials will also include partner logos when appropriate and approved by the campaign project director.

The campaign project director will be very closely involved in all production of new public education and communication materials, from attending formative research that tests messaging concepts, to writing and approving scripts, to attending production and filming sessions, to working with the evaluation team to design and assess the campaigns. The campaign project director also will meet directly (face-to-face when possible) with the successful offeror's designers and artists when print and communication materials are under production to ensure the materials meet the project's needs and are created as efficiently as possible. All public education and communication materials must be approved prior to use and publication by the campaign project director and partners.

All media will be reviewed for approval by the campaign project director at several stages:

- Prior to production, the successful offeror will present campaign concepts and themes, complete with demographic/psychographic background, in a concept brief to the project director. This will be done prior to media selection, focus group testing, design and development.
- Following focus group testing and any adjustments to scripting, design or filming plans.
- Prior to distribution, after edits and after tagging, for approval to proceed.

All media is subject to review and approval by OSMAP and appropriate partners prior to release.

Each media campaign will consist of different combinations of materials and the exact type and quantity of each will be outlined by the campaign project director when the campaign is assigned. As described in Deliverable One, the vendor will create a work plan that includes a budget. The final cost and budget for each campaign will be negotiated and approved by the successful offeror and the campaign project director. Costs must align with the rates given in the cost proposal for the identified components.

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 the Project Director. Unless otherwise directed by the Project Director, the successful offeror may retain copies of all the materials.

Deliverable 3 – Media Placement

For budgeting purposes, this deliverable will include the successful offeror's media buyer time for the following tasks: design of the media buys; negotiation of rates for the media buys; preparation by agency staff of media buy-related materials and reports; and agency cost of distribution of media components to vendors, grantees and CDC, and other organizations receiving the materials. For budgeting purposes, this deliverable also involves placing the media for the public education campaigns, following through with each vendor to ensure the buy was successfully placed, and delivering a media post-buy report each quarter to the campaign project director.

The amount spent on media placement each contract year will depend on the specific campaign. This amount may be adjusted in renewal years based on changes in available funds.

The successful offeror will purchase and acquire media placement for the campaign(s) 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 and television; print; mass transit; movie theater placement; social and online media such as Facebook, Google, YouTube, Pandora; and other online advertising. In their proposal, the successful offeror must demonstrate the ability to purchase and place all of these media resources.

Since OSMAP explores harm reduction campaigns for adults, and due to federal scheduling of cannabis by the Drug Enforcement Agency as a Schedule I drug, often times our ads are blocked by social and online media platforms. The successful offeror must describe how they will manage and prevent campaigns from being blocked or flagged by social and online media platforms.

The successful offeror's media buy plans for each public education campaign must be included in the annual work plans generated for campaigns. The annual media buy plans will be described in the annual work plan in a brief narrative, as well as depicted using a 12-month flowchart that incorporates other key events, possible earned media, focus groups, key informant interviews, and surveys. This annual media buy plan will be approved within 30 days of the contract start. All media buy plans will be approved by the campaign project director prior to purchase and placement of media. All revisions to the media buy plan also must be approved in writing by the campaign project director. If revisions are made during the year, the campaign project director will receive and approve the actual media buy plan a minimum of two weeks prior to each flight's scheduled release of ads.

A monthly media update will be provided two weeks before the month begins with all media, including out of home, social media and radio advertising. This monthly update will be formatted to distribute to partners.

For each campaign and at the direction of the campaign's project director, the successful offeror will create a yearly media buy plan outlining suggested timing, reach and frequency for message delivery, as well as how multiple messages, delivery modes and ads will be cycled to maximize campaign effectiveness. The media buy plan will outline specific recommendations for placing radio, TV and online messages, timing and format for any print ads, and recommended development of other communications materials and strategies, such as posters and handouts, etc., to best deliver the desired messages. The media buy plan also must show how proposed media will be used to maximize cost-effectiveness of message delivery, including both paid 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 media buy plan for each campaign must include budget, markets, specific weeks the ads will run, and an estimate of the TV and radio reach, frequency, effective reach, gross rating points, and ad spot counts. The successful offeror will keep this as up to date as possible when executing each media buy.

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 of Anchorage/Matanuska-Susitna, Juneau, and Fairbanks, as well as the Kenai/Soldotna area. Rural areas are defined as all communities outside the urban areas. The successful offeror also is encouraged to 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, towards the achievement of social marketing program goals. However, the successful offeror will be allowed to accept standard commission from media channels that pay commission for placement (TV and radio, for example).

When placing non-commissionable media for this contract, the successful offeror will be paid an hourly placement rate, which will be specified in the Cost Proposal (Section 7.01). This rate will only apply to non-commissionable media; it will not be paid to the successful offeror for commissionable media.

Between 7-10 days prior to each media flight, the contract will provide the project director with:

- A brief description of the content of each ad that may be published or aired
- A Windows Media Player version of each TV ad
- An MP3 version of each radio ad
- A PDF and JPEG version of each print ad or material (brochure, rack card, etc.)
 - A PC-accessible version of other web-based or alternate media to be used in the buy plan

For campaigns that work with grantees or partners, the successful offeror will duplicate and distribute placed or produced advertising materials to grantees; partners; contractors; other local, state, and federal health promotion agencies; and entities as requested by the campaign project director.

Social marketing campaigns must use varied methods to deliver effective health messages to Alaskans. To be successful and go the distance toward changing health behaviors, these campaigns must deliver their messages in a sustained way, with great reach and frequency. To accomplish this, these campaigns typically use multiple types of communication channels and media to get the messages created by the campaign to the Alaskans who need to hear them.

The CDC stresses that campaigns need to reach a recommended level of reach and frequency each quarter to be effective. In a best practice guide from the CDC for tobacco prevention, for example, the national health organization says 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 rating points in the first quarter and at least 800 targeted rating points in following quarters. The successful offeror will work with the project director to strive, as much as possible, to meet these CDC goals and determine the most effective targeted rating points for these campaigns.

To ensure the markets and stations are fulfilling their media placements and the state is getting return for its investment, the successful offeror must provide a post-buy report for the campaign(s) every quarter. With each media invoice, the successful offeror also must supply vendor tear sheets and affidavits from media vendors reflecting the actual run and cost per spot.

The post-buy reports that involve gross ratings points (GRPs) must include the following items:

- Time period

- Market Demographic purchased
- Stations purchased
- Spot length
- Rating books used to place the buy
- Rating books used to post the buy
- Planned GRPs (gross rating points)
- GRPs Placed
- GRPs Earned
- Total spend of the buy
- Cost per point (CPP)
- Reach and frequency
- Other measurements as agreed upon between the successful offeror and the project director

Post buys that focus on spots must include the following:

- Time period
- Demographic purchased
- Market/station purchased
- Spot length
- Placed spots per station in each market
- Earned spots per station in each market
- Total spots per market placed
- Total spots per market earned
- Posts per station
- Overall posts per market
- Other measurements as agreed upon between the successful offeror and the project director

When social media is used and/or purchased, the successful offeror must supply social media activity reports by quarter. These reports must include click through rate, cost per impression, cost per click or cost per view (when appropriate), estimated reach, count of impressions, count of views, and other relevant measures as agreed upon between the project director and successful offeror.

Any use of Facebook and Twitter must include a quarterly report of, at a minimum, the following items:

- New 'likes' and 'friends' on Facebook
- Engagement
- Summary of posts, and total number of Facebook posts (A similar summary should be provided for other social media used, including Twitter, Instagram, etc.)
- Other measurements as agreed upon between the project director and the successful offeror.

A social media policy will need to be approved by the project director prior to the successful offeror posting, responding and interacting with the public on social media used during this contract. When

Facebook or other social media posts are created for the campaigns, the project director will see a proposed bank of these posts one month before posting for approval. The successful offeror also will work with the project director to share and coordinate social media messaging between the campaign and the department's other communications.

Media buy plans and post-buy analyses must be shared with the campaign project director, designated department staff, campaign partners and organizations hired to do market and formative research, media recall and evaluation, and other needed functions for the public education campaigns.

Deliverable 4 – Still and Video Library

OSMAP programs will need to build and maintain a library of still and video images for public education campaigns. The library will be owned by the department (DHSS) and all still and video files will be model-released and available to the campaigns for multiple and repeated uses. All photos and videos must be licensed for exclusive and lifetime use of the department and the public education campaigns. 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.

This library will be updated as needed by the campaigns and maintained throughout subsequent years of the contract. The department will own the images and videos and will have access to the images and videos. The project director and designated partners will receive the photos on disc, thumb drive or electronic transfer of files 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 must provide a section in their work plans for each campaign on how and when this library of images and videos will be created. The project director must approve this plan before work is initiated.

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 firm fixed priced contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

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

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

SEC. 3.07 LOCATION OF WORK

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

The type of work done through this contract requires regular meetings with state staff who are located in Anchorage, Alaska. The awarded vendor's account supervisor must be located in Anchorage in order to effectively facilitate these meetings during State of Alaska business hours (8am – 5pm AST). Production activities for campaign work may take place outside Anchorage, at the awarded vendor's facility, if applicable.

Travel, in limited quantities, may be needed to complete the deliverables. If travel is required, it must be approved in advance by the Project Director.

Travel expenses will be reimbursed according to the State Approved Travel Guidelines, below:

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 \$250 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. For locations outside of Alaska, Federal CONUS rates will be utilized. On the initial day of departure and final day of arrival, the daily rate will be prorated to 75%.
- **Note:** Costs of parking violations will not be reimbursed.
- 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 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. 3.10 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

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

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

equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

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

SEC. 3.15 INDEMNIFICATION

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

SEC. 3.16 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.17 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

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

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

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

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

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%) – 150 POINTS

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%) – 100 POINTS

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%) – 50 POINTS

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%) – 200 POINTS

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm and subcontractor (if used):

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

SEC. 5.05 CONTRACT COST (40) – 400 POINTS

Overall, 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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 through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%) – 100 POINTS

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

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 through virtual conference means to be determined at a later date.

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:

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 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:

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

STEP 3

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

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The successful contractor/offeree will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The offeror must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal 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 counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 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 contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed

on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SECTION 8. ATTACHMENTS

Attachments included within this document:

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

ATTACHMENT 1 – COST PROPOSAL INFORMATION

The cost proposal 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 to establish the resultant contract. The rates provided will be valid for the life of the contract.

Project Cost Negotiations:

During the performance of this contract, each media project will have an individual contract and budget negotiated between the project director and the contractor, prior to the start of that project. The State reserves the right to cap the cost of any campaign, service, or project as necessary and to negotiate the inclusion of services for additional campaigns not mentioned within this RFP.

The hourly rates provided in this cost proposal (part two), will be used to develop the individual budgets described above.

Media Commissions

During the term of this contract, the successful offeror will be allowed to accept standard commissions for placement from media channels (TV and radio, for example), but the successful offeror must also place appropriate non-commissionable media for the campaigns.

Mark-Up

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

- non-commissionable media, such as Facebook
- outbuys or postage
- Work done by subcontractors
- Travel expenses or per diem

Travel

Travel, in limited quantities, may be needed to complete the deliverables. If travel is required, it must be approved in advance by the Project Director. Travel expenses will be reimbursed according to the State Approved Travel Guidelines, described in Section 3.07: Location of Work. The cost proposal reserves travel funding in the amount of \$13,200.00 per year. Any unused portion of travel funding may be reallocated back to program deliverables at the discretion of the Project Manager.

Cost Proposal Instructions

The cost proposal workbook found in separate attachment consists of Parts One, Two, and Three described below:

- | | |
|--------------------------------|--|
| 1 st Tab Worksheet: | Part One - Definitions |
| 2 nd Tab Worksheet: | Part Two: Rates (entry worksheet) |
| 3 rd Tab Worksheet: | Part Three: Cost Proposal (includes reserved funding for 1) Travel; 2) Media Production; and 3) Filming, and Editing). No Part Three data entry is required. Data from Part Two will automatically populate the Part Three cost proposal worksheet. |

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: 2022 0600 5101 • 0622-038 _____

5.01 Understanding of the Project – 15% (150 points)

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 10% (100 points)

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

4) How well has the offeror addressed accountability and responsibilities?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 5% (50 points)

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

Evaluator's Notes: _____

2) How well is accountability completely and clearly defined?

Evaluator's Notes: _____

3) Is the organization of the project team clear?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.04 Experience and Qualifications – 20% (200 points)

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

4) How well has the firm demonstrated experience in completing similar projects on time and within budget?

Evaluator's Notes: _____

5) How successful is the general history of the firm regarding timely and successful completion of projects?

Evaluator's Notes: _____

6) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

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

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

TOTAL EVALUATOR SCORE FOR 5.01, 5.02, 5.03, 5.04 (OUT OF 500 POINTS): _____

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 is 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.](#)

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

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

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

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

Alaska Bidder Preference Questions:

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

YES NO

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

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

YES NO

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

YES NO

If YES, please complete the following information:

A. **Place of Business**

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

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

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

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

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

YES NO

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

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

YES NO

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

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

YES NO

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

YES NO

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

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

YES NO

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

Alaska Veteran Preference Questions:

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air 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	
This contract is between the State of Alaska,			
8. Department of Health and Social Services		Division	hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract</p> <p>2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract</p> <p>2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor</p> <p>2.4 Appendix D (Payment for Services) sets forth the provision for payment</p> <p>2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends on _____</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$0,000.00 in accordance with the provisions of Appendix D.</p>			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
12. CONTRACTOR		14. CERTIFICATION	
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			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Health & Social Services /			
Signature of Project Director	Date	Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

02-93 (Rev. 04-14)

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

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 ensure 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 B² Indemnity and Insurance

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

Appendix C

Description of Services

Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:

First, this contract document,

Second, the RFP,

Third, the proposal.

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

(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 in addition to the CE.

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