

STATE OF ALASKA REQUEST FOR PROPOSALS



HEALTH INFORMATION EXCHANGE (HIE) SERVICES

RFP 2022-0600-5055

ISSUED JULY 5, 2022

THE ALASKA DEPARTMENT OF HEALTH, OFFICE OF THE COMMISSIONER, IS ISSUING THIS RFP TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO PROVIDE HEALTH INFORMATION EXCHANGE (HIE) SERVICES TO SUPPORT ALASKA'S POPULATION.

ISSUED BY:

DEPARTMENT OF HEALTH
OFFICE OF THE COMMISSIONER

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Health (DOH or State), Office of the Commissioner, is soliciting proposals for health information exchange (HIE) services to support Alaska’s population. The State is seeking a contractor to provide quality HIE services using a secure and modern technical solution that is well managed to achieve optimal outcomes, and is supported by highly qualified staff with the goal to support Alaska’s healthcare providers and citizens while meeting Centers for Medicare & Medicaid Services (CMS) requirements.

For the purpose of this RFP, the State is defining HIE services as:

- Enterprise Identity Service
- Admission/Discharge/Transfer (ADT) Notifications and Alert Service
- Care Coordination Information Services
- Direct Secure Message (DSM) Services
- Provider Portal Service
- Data as a Service
- Public Health Reporting Service
- Bidirectional Electronic Health Record (EHR) Integration Service

The State is defining HIE participants as:

- The State
- Providers
- Third Parties

SEC. 1.02 BUDGET

The State estimates a total budget of \$6 million for the first two years of this contract. Proposals priced at more than \$6 million for the first two years will be considered non-responsive. The budget for the remaining years of the contract will be determined at a future date.

Approval or continuation of a contract resulting from this is contingent upon State legislative appropriation and/or availability of federal funding.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M. Alaska Time** on **August 24, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to hss.procurement.proposal@alaska.gov as separate, clearly labeled attachments. 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.

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 above email address to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.05 PRIOR EXPERIENCE AND MANDATORY REQUIREMENTS

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

- The offeror confirms that they have current operational experience in providing HIE services in at least one state to demonstrate familiarity and experience comparable to those described by this request for proposal (RFP).
- The offeror can demonstrate, with operational statistics, current operational maturity, market saturation, and significant growth in end-user adoption of core services.

Offerors must use Submittal Form E – Mandatory Requirements to confirm they meet these minimum requirements along with all other mandatory requirements listed in Submittal Form E. An offeror's failure to meet all these requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.06 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement 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 the offeror's proposal upon which award could not be made.

SEC. 1.07 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 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.

SEC. 1.08 RFP SCHEDULE

The RFP schedule below represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

Activity	Time	Date
Issue Date/RFP Released		7/5/2022
Educational meeting and Pre-proposal Conference	10am – 12pm	7/18/2022
Deadline to Submit Questions		8/12/2022
Deadline for Receipt of Proposals/Proposal Due Date	2pm	8/24/2022
Initial Evaluations Completed		9/2/2022
Shortlisting		9/6/2022
Interviews		10/3/2022 - TBD
Clarification Period Begins		10/10/2022
Notice of Intent to Award		1/10/2022
Contract Issued		12/13/2022

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, 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. 1.09 EDUCATIONAL MEETING AND PRE-PROPOSAL CONFERENCE

A virtual educational meeting and pre-proposal conference will be held from **10AM – 12PM**, Alaska Time, on **July 18, 2022**. The purpose of the meeting is to discuss the work to be performed with the prospective offerors, allow them to ask questions concerning the RFP, and to provide a thorough education on the RFP process being used.

Link: [Click here to join the meeting](#)

Or call in (audio only):

(907) 202-7104

Phone Conference ID: 204 686 279

To obtain the greatest benefit from this meeting, offerors are strongly encouraged to have their direct supervisory personnel/critical project team members attend (in lieu of executives, business development, or sales personnel). Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating with 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. 1.11 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. 1.12 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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 web site.

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 clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted because of receiving new or amended proposals.

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 GENERAL BACKGROUND

Under the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, approved February 27, 2009 (Pub. L. No.111-5, 13-001-424, 123 Stat. 226) the State of Alaska has been eligible to receive Federal Financial Participation (FFP) funds for specific health information technology (HIT) and health information exchange (HIE) initiative. Utilizing the HITECH funding, the State has contracted for HIE services since 2010 with the goal of achieving a statewide HIE. The State is near the end of the contracting period with the current HIE vendor and is therefore looking to the future for HIE services in Alaska. The State will pursue ongoing HIE support with Medicaid Management Information Systems (MMIS) and Medicaid Enterprise System (MES) funding from CMS.

SEC. 2.02 POPULATION OF ALASKA

The U.S. Census Bureau estimates the population of Alaska to be 732,673. The five largest municipalities and boroughs in Alaska are the municipality of Anchorage (291,826), Fairbanks North Star Borough (97,581), Matsu Borough (89,975), Kenai Peninsula Borough (55,400), and the city and borough of Juneau (31,275). Alaska is the largest state geographically and covers 570,641 square miles. Approximately 9.6% of the population is in poverty, the median household income in 2019 dollars was \$77,640, and 14% under age 65 are without health insurance. An estimated 94.1% of the households have a computer and 85.5% have a broadband internet subscription. The Economic Research Service reports that approximately 33% of the population is living in rural areas. There are 229 federally recognized tribes that live in Alaska.

Statistica.com reported 831 active physicians in Alaska in 2021. Among the 831 active physicians, 124 specialized in emergency medicine, followed by 105 in psychiatry, 81 in surgery, 80 in anesthesiology, and 67 in radiology, with the remainder in other various specialties. The Robert Graham Center for Policy Studies in Family Medicine and Primary Care reported that in 2018, Alaska had 617 primary care physicians (PCPs) in direct patient care, of which 294 were family physicians. On a per capita basis, there were about 83 PCPs per 100,000 people in Alaska, compared to 76 per 100,000 in the United States.

SEC. 2.03 MEDICAID POPULATION OF ALASKA

Under the Affordable Care Act, the number of Alaskans enrolled in Medicaid in fiscal year (FY) 2020 is summarized below.

Medicaid Recipients and Providers

Recipients	FY2020
Recipients Enrolled – Annual Total	257,496
Recipients Enrolled – Monthly Average	224,180
Recipients Receiving Services – Annual Total	220,625

Recipients Receiving Services – Monthly Total	106,985
Recipients Receiving Services – Annual Percentage	85.68%
Providers (Billing Only)	FY2020
Active Enrolled Providers – Annual Total	4,756
Active Enrolled Providers – Annual Total	4.293
Providers Providing Services – Annual Total	3,596
Providers Providing Services – Monthly Total	2,723
Providers Providing Services – Annual Percentage	75.61%
Claim Volume (Including Adjustments)	FY2020
Claims Paid – Annual Number	6,111,784
Claims Paid – Monthly Average	509,315
Claims Paid – Annual Value	\$2,160,902,023.71
Claims Paid – Monthly Value Average	\$180,075,168.64
Claims Denied – Annual Number	1,460,618
Claims Denied – Monthly Average	121,718

SEC. 2.04 HEALTHCARE FACILITIES

Alaska has 11 non-federal, short-term, acute care hospitals in Alaska providing a total of 1,290 staffed beds (American Hospital Directory) and 13 critical access hospitals (DOH Division of Health Care Services). To support the tribal population in Alaska, there are 58 tribal health centers, 160 tribal community health aide clinics, and 5 residential substance abuse treatment centers.

SEC. 2.05 HEALTH INFORMATION TECHNOLOGY

The electronic health record (EHR) systems used in Alaska health care facilities include, among others, the following systems:

- EPIC
- Cerner
- Athenahealth
- Health Fusion
- Greenway Health

There is one HIE, [healthConnect](http://healthconnectak.org), currently operating in Alaska. The [healthConnect](http://healthconnectak.org) website (healthconnectak.org) provides descriptions of the services that are currently offered, and the number of participating hospitals, federally qualified health centers (FQHCs), tribally approved hospitals, and behavioral health providers.

In 2009, Alaska established the laws governing the HIE in Senate Bill (SB) 133. How this law requires data to be managed, accessed, etc. among internal and external participants and third parties is critical for the contractor to understand. This law will be a determining factor that the State will collaborate with the contractor on to help ensure HIE services are both governed and delivered in accordance with state law.

SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 3.01 SUMMARY

The State is soliciting proposals from qualified and experienced organizations to provide HIE services supporting the secure exchange of health information with an end goal of delivering coordinated and timely care, improving patient outcomes, and increasing well-being for all Alaskans. The State is seeking to provide substantial benefits and support to participants through secure, cost-effective, and value-added HIE services. Offerors should ensure their service costs are inclusive of the consideration that there may be existing and new participant integration costs from EHRs in the market.

This RFP provides an opportunity for offerors to highlight their capabilities plus demonstrate leadership in these areas. We encourage offerors to demonstrate a strong customer service and network technical assistance component, and to show how they can achieve significant and lasting cost reductions for the State, and for providers and participating organizations, while maintaining quality services. Accurate, consistent, timely, and comprehensive care coordination information services and data as a service to support quality of care and population health management is also critically important.

SEC. 3.02 VISION AND GOALS

The vision of the future for HIE services (the future-state HIE) is that Alaskans benefit from a robust, transparent, and collaborative HIE that results in improved health outcomes, reduced health care costs, and the avoidance of medical errors through the exchange of timely, accurate, complete health information, and robust quality reports. The State of Alaska requires that the future-state HIE be outcomes-based certified with CMS within 12 – 18 months of the contract effective date. The HIE certification process requires services to be in production and “live” for a minimum of six months prior to the outcomes metrics start date period. It is critical that the future-state HIE transition be timely and focused on HIE service deliverables that will drive certification metrics.

The critical goals of the future-state HIE are:

- Providing fiscally sustainable, high-quality HIE services, certified by CMS
- Providing high-quality, exceptional customer service and network assistance
- Providing transparency in pricing and fee structures
- Providing effective tools and resources to support patient outcomes and well-being
- Providing seamless implementation for the HIE participants
- Providing secure and resilient HIE

SEC. 3.03 HIE SERVICES AND SUPPORTING TECHNOLOGY

The contractor will be required to engage with existing and potential HIE participants to provide HIE services, including but not limited to:

- Enterprise Identity Services
- Care Coordination Information Services
- ADT Notifications and Alerts

- Direct Secure Messaging (DSM) Services
- Provider Portal Service
- Data as a Service
- Public Health Reporting Service
- Bidirectional Electronic Health Record (EHR) Integration Service

The prioritized HIE services are described in detail in Section 3.08 Deliverables.

To support the HIE services, the contractor will need to provide the technology and management to ensure the system is secure, patients are identified correctly, privacy and confidentiality is protected, the database is robust and scalable, and the workflows are efficient and responsive. Additionally, the offeror will need to provide technical assistance to participants, including but not limited to:

- HIE Service Guidance Technical Assistance: Provide guidance to HIE participants to understand how the HIE services could be utilized to improve patient care.
- HIE Service Access Technical Assistance: Provide technical assistance to support provider access to applicable HIE services.
- HIE Technology Leadership Technical Assistance: Provide a strategic learning and decision-making environment, such as a quarterly committee, with community stakeholders to facilitate promotion and adoption of recent advances and requirements in HIT.

As stated above, some HIE services must be certified with CMS within 12 – 18 months of contract execution. While there is flexibility to define the outcomes measures goals and metrics, the functional areas of focus will be in care coordination, the provider portal, public health, and notification/alert services. The following proposed outcomes below for HIE certification are subject to change based on Medicaid business needs. All metrics must measure the performance of the Medicaid beneficiary population, as well as the total population, and additional attribution segmentation based on State and participant needs.

Proposed Outcomes and Metrics

Item #	MES Program Goal	Outcome Statement	Metrics
1.	Care Coordination	The use of HIE Portal/APIs improves provider access to a comprehensive and longitudinal view of patient data. Access to real-time health records across care networks will improve the care coordination of Medicaid beneficiaries.	<ul style="list-style-type: none"> • Number of users across access system(s) • Number of web-based portal logins • Number of unique patient queries across access system(s) • Number of Consolidated Clinical Documents (CCDs) contributed and queried across system(s)

Item #	MES Program Goal	Outcome Statement	Metrics
2.	Care Coordination	The use of the HIE Portal/APIs decreases unnecessary Emergency Department (ED) utilization and hospital readmission.	<ul style="list-style-type: none"> Number of hospital inpatient and ED admissions measured over time
3.	Notifications Service	The ability to flag each Medicaid beneficiaries participating in the HIE will reduce emergency and hospital readmissions by improving care coordination with more timely patient engagement by their community care team.	<ul style="list-style-type: none"> Number of ADT notifications provided and delivered from hospitals to community-based providers
4.	Public Health	Improving electronic public health reporting data quality will support Medicaid providers’ ability to monitor their populations’ health status and follow-up health needs.	<ul style="list-style-type: none"> The number of immunization records, syndromic surveillance messages, reportable conditions (ELR, such as COVID), and electronic case reports reported electronically
5.	Healthcare Equity	Improving real-time electronic health information interoperability with the use of HIE services will support the ability of the State to measure and compare population segments’ health disparities. These metrics will inform the State’s need for addressing healthcare equity via the Medicaid program.	<ul style="list-style-type: none"> Rates of utilization, disease, social risks, and gaps in prevention care By population segments such as race, gender identity, sex, ethnicity, and age

SEC. 3.04 STAFFING REQUIREMENTS

It is the expectation that the contractor will have sufficient staffing to support the proposed HIE services, including but not limited to:

- Management staff
- Clinical staff
- Technical staff
- Training staff
- Operational support staff
- Project management staff
- Help-desk/end-user support

SEC. 3.05 MANDATORY REQUIREMENTS

The mandatory requirements for this contract are provided in Submittal Form E – Mandatory Requirements. The offeror must meet all these requirements. Failure to meet all mandatory requirements will result in immediate disqualification.

SEC. 3.06 CONTRACTUAL REQUIREMENTS

The State’s contractual requirements are provided in Submittal Form F – Contractual Requirements. The form is for the offeror to confirm if they can or cannot meet each contractual requirement listed in the form. Space is provided to explain “no” responses.

SEC. 3.07 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be for an initial period of two years beginning upon final contract signature with three, one year renewal options. Renewals will be exercised at the sole discretion of the State.

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

SEC. 3.08 DELIVERABLES

The following deliverables listed in the Deliverables below include additional items and activities the offeror will complete before or during the project. Each deliverable has an ID number, description, and timing for delivery.

Specific information relating to the Clarification Period is included in RFP Section 5.18; the Clarification Period may require additional documentation. Offerors should be aware that some deliverables are to be submitted with their proposal, including **Project Management Plan (PMP), HIE Network Technical Connectivity Plan, Operations Management Plan, Security, Privacy, and Confidentiality Plan, Disaster Recovery and Business Continuity Plan, Outcomes – Based Certification Plan, Enterprise Identity Services, ADT Notification and Alert Services, Care Coordination Information Services, DSM Service, Provider Portal Service, Data as a Service (DSM), Provider Portal Service, Data as a Service, Public Health Reporting Service, and Bidirectional HER Integration.**

The State will review deliverables submitted after contract execution according to the process described below. The contractor must follow a quality management process in conformance with any review process specifically designed for this project. The review process allows contractor personnel to determine, at key project checkpoints, that the deliverable meets the specifications and is functional in the context of the solution. Prior to drafting deliverables due following contract execution, the contractor will meet with the State to establish an approved set of deliverable acceptance criteria. The State will use these criteria during review of the deliverable to determine whether the deliverable meets all requirements.

- Prior to deliverable submission, the contractor schedules a deliverable walkthrough with the State to provide a high-level review of the deliverable to be submitted.
- The review process begins with submission of the deliverable. The State defines the date of receipt based

on the time of submission. If the contractor submits the deliverable before 12pm Alaska Time on a business day, that day will be date of receipt. If the contractor submits the deliverable after 12pm Alaska Time on a business day, the next business day will become date of receipt. If a deliverable is submitted on a non-business day (such as a weekend or holiday), the next business day will become the date of receipt.

- The State will provide the contractor with either a notice of deliverable approval, a notice of conditional approval with a request for changes or additional information, a notice of return, or a request for additional time to complete its review within 10 business days from the date of receipt of each deliverable. If any portion of the deliverable is unacceptable, the State will outline the reason for return of the deliverable in the notification.
- The State will provide the contractor with five business days from the date of return by the State to correct any deficiencies and resubmit the deliverable.
- The State has an additional five business days from the date the contractor resubmits the deliverable to review it.
- If the State finds the deliverable acceptable, the State will provide the contractor with written approval of the deliverable.
- If the State finds the deliverable or any portion thereof unacceptable, or not in alignment with the approved acceptance criteria, the State will reject the deliverable and escalate the issue using the approach defined in the approved Issue Management Plan.

Deliverables

Number	Deliverable Name	Description	Delivery Timing
D001	Project Management Plan (PMP)	<p>The offeror must submit a PMP that demonstrates the offeror’s understanding of the HIE services to be provided and how the delivery of those services will be managed. Where applicable, the offeror must describe the approach used to monitor, manage, and report all items that are included in the Service Level Agreements (SLAs) in Appendix B: Service Level Agreements (SLAs).</p> <p>The PMP must include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Introduction <ul style="list-style-type: none"> ○ PMP purpose ○ Project background, purpose, scope, and objectives • Offeror’s project team and staffing plan • The State’s and the vendor project team roles and responsibilities • Project management methodology, processes, and procedures, including: <ul style="list-style-type: none"> ○ Scope management 	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Updates when changes occur that will impact the project or annually, at a minimum

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> ○ Schedule management ○ Change management ● Communication management, including but not limited to: <ul style="list-style-type: none"> ○ Project document repository and collaboration method/tool ○ Stakeholder registry ○ Status reporting ○ Communication management summary ● Document management process ● Risk and issue management, including but not limited to: <ul style="list-style-type: none"> ○ Risk and issue definition including approach to cyber risk management ○ Mitigation techniques ○ New risk and issues identifications, analysis, and communication strategy ○ Risk and issue management strategies including monitoring, management, and escalation strategies ○ Risk and issue log guidelines ● Quality management, including but not limited to: <ul style="list-style-type: none"> ○ Quality management process ○ Deliverable review process ● Decision management ● Baseline project work plan with work breakdown structure ● Acronyms and terms list 	
D002	HIE Network Technical Connectivity Plan	<p>The HIE Network Technical Connectivity Plan must provide an approach for establishing and maintaining the HIE network to support public health, behavioral health and Medicaid business priorities. This includes the existing network as well as new participants to ensure the future HIE network represents an inclusive and comprehensive network including tribal organizations. HIE network services must be consistent with SLAs and continue to be a value to participants and the State. This technical connectivity includes communication, technical assistance, and soliciting</p>	<ul style="list-style-type: none"> ● Initial submission with the proposal ● Final submission during the Clarification Period (RFP Section 5.18) ● Updates throughout the contract

Number	Deliverable Name	Description	Delivery Timing
		feedback from participants of the service to ensure value.	
D003	Operations Management Plan	The Operations Management Plan must provide the offeror’s overall approach to managing the State HIE operations in support of HIE services, including, at a minimum, the following: <ul style="list-style-type: none"> • Internal operational decision governance • Description of network connectivity environment and core service functions • Description of core operations support, including applications, management approaches, and reporting for each • Detailed expectations around any State responsibilities • Detailed approach to interacting with subcontractors • Detailed approach to providing technical, administrative, and end-user support (e.g., help desk) services 	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Updates annually for approval by the State
D004	Security, Privacy, and Confidentiality Plan	The Security, Privacy, and Confidentiality Plan establishes the approach the offeror will use to manage security, privacy, and confidentiality while providing HIE services, in compliance with all federal and state security mandates. <p>The Security, Privacy, and Confidentiality Plan must include, but not be limited to:</p> <ul style="list-style-type: none"> • Offeror’s approach to conducting penetration testing • Health Insurance Portability and Accountability Act of 1996 (HIPAA) statement that the system meets requirements for transactions and code sets, privacy, and security, and when required, National Provider Identifier • Evidence that all HIPAA-related checklist criteria have been completed • Account management • Role-based security (including complete solution role matrix) • Sources, methods of transfer and disclosure mechanisms, and uses of personally identifiable 	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<p>information (PII), protected health information (PHI), substance abuse disorder patient records (42 Code of Federal Regulations [CFR] Part 2), Federal Tax Information (FTI) and Social Security Administration (SSA) information, if applicable, and a description of the types of data that will be collected</p> <ul style="list-style-type: none"> • Privacy and security standards for the offeror’s business partners and other third parties and the agreements that bind those entities • Audit management plan, audit controls, and logging to assist the State with conducting internal and external compliance audits when the offeror-supplied solution is within the audit scope. At a minimum, this must include the following components: <ul style="list-style-type: none"> ○ How the offeror will provide a National Institute of Standards and Technology (NIST) 800-53 or equivalent security controls report, outlining organizational responsibilities (State, offeror, or shared), per each applicable control for each major application/information system within the audit scope ○ Plan of Action and Milestones documentation for non-compliant security and privacy controls when the offeror holds primary or shared control responsibility • Incident Response Plan • Description of how the offeror plans to use access control to validate users and to prevent unauthorized access, Security Information Event Management (SIEM), and malicious software detection (if applicable) • Description of how personally identifiable data is protected at rest and in transit and how access to such data is controlled to be in compliance with HIPAA data sharing and consent requirements • Annual update process • Data breach policies including assessment and reporting processes • Alignment with State and federal security requirements 	

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> • Approach to completing the System Security Plan, Plan of Action and Milestones, and other artifacts tied to federal reviews • Privacy and/or security awareness programs and materials for its workforce 	
D005	Disaster Recovery and Business Continuity Plan	<p>The Disaster Recovery and Business Continuity Plan defines the resources, actions, and tasks required to protect and recover data and the data infrastructure in the event of a disaster. The Disaster Recovery and Business Continuity Plan must include the offeror’s approach to working collaboratively with the State in the event of a disaster, including the offeror’s approach to collaboration.</p> <p>The Disaster Recovery and Business Continuity Plan must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Offeror’s disaster communication plan • Descriptions of alternative hardware or processing sites, any proposed alternate hot site(s), and off-site data storage • Description of off-site storage procedures, including a detailed schedule for backup operations and any proposed clustering methodology for high availability • Backup and protection plan and procedures, to include data files and transaction logs from all environments, software, hardware, and network connectivity • Detailed schedules for creating backup media, and detailed backup and recovery procedures for all anticipated types of disasters to ensure that data maintained in the State HIE or in other system/manual files is properly and routinely purged, archived, and protected from loss, unauthorized access, or destruction, in accordance with all relevant State policies and procedures • Failover testing plan and procedures • Description of each anticipated class of disaster • Test Plan with regularly scheduled testing that verifies the completeness, integrity, and availability of backup information 	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> • Proposed recovery time and recovery point objectives • Risk analysis and risk mitigation for each core business process • Processes and procedures for testing and reporting for the Disaster Recovery and Business Continuity Plan to include: <ul style="list-style-type: none"> ○ Failover/fallback functionality ○ Backup/recovery functionality, including recovery point objective and recovery time objective • Plans detailing responsibilities, activities, and processes to be used in case of system failure at any time, including during turnover to production • Plans for key support resources during turnover to production activities • Identification of potential go-live system failures and negative events with mitigation plans and activities • Plans for training key resources in recovery procedures • Process for updating the plan as necessary throughout the life of the contract • Transition plan to new contracted vendor when the contract ends 	
D006	Outcomes- Based Certification Plan	<p>The offeror will develop an Outcomes-Based Certification Plan that addresses Medicaid’s business needs. The offeror will collaborate with the State to facilitate and execute the CMS Outcomes-Based Certification process for HIE module(s) within 12 – 18 months following execution of the contract. The following HIE services or “modules” will be the focus for the certification plan:</p> <ul style="list-style-type: none"> • Provider Portal Services • ADT/Notification and Alert Services • Public Health • Care Management Information Services <p>Outcomes measures and metrics will require a minimum of six months of operational data collection prior to the beginning of the certification period. The offeror will include draft proposed outcomes statements and corresponding metrics to demonstrate the understanding of the certification process and the</p>	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Updated quarterly

Number	Deliverable Name	Description	Delivery Timing
		<p>data requirements for metrics required. See Section 3.03, Table 3 for proposed outcomes and metrics.</p> <p>A written plan, including demonstration of services and data requirements to be certified, must be approved by CMS throughout the entire process of certification.</p>	
D007	Kickoff Meeting	<p>The offeror shall coordinate with the State project lead to schedule a kickoff meeting. The offeror’s project manager shall facilitate the meeting. The project kickoff meeting agenda must include the following, at a minimum:</p> <ul style="list-style-type: none"> • Introduction of the offeror’s project team members and the State project team members • Establish mutual understanding and awareness of the project objectives, scope, governance, schedule, risks, and issues • Present templates for: <ul style="list-style-type: none"> ○ Project schedule ○ Status reports ○ Corrective action plans (CAPs) ○ Change request 	<ul style="list-style-type: none"> • Within 10 days following contract execution
D008	Incident Management Plan	<p>The Incident Management Plan must detail the offeror’s approach to Incident Management. The Incident Management Plan must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Definition of what constitutes an incident as it relates to normal operations that support HIE services, including but not limited to severity level, classifications, escalation measures, and target times for responding and resolution • Definition of the process for reporting, logging, managing, and tracking incidents to resolution and closure • Description of the offeror’s CAP methodology • Definition of the process for communicating with affected stakeholders and HIE participants • Identification of an incident manager • Alignment and compliance with NIST SP 800-61rev2, or equivalent <p>Detail the following cybersecurity components:</p>	<ul style="list-style-type: none"> • Within 45 calendar days of contract execution • Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> ○ Scope, responsibility matrix, communications plan, procedures, and deliverables associated with a cybersecurity incident response ○ Incident reporting requirements, semiannual security reports, and cyber threat sharing <p>As part of the Incident Management Plan, the offeror will create, document, and maintain all incidents in an Incident Register and propose a mitigation plan for each item. The Incident Register and management tools must:</p> <ul style="list-style-type: none"> ● Be automated ● Catalog all incidents ● Allow authorized solution users to “self-report” and categorize incidents ● Allow authorized solution users to configure an alert message when an incident occurs ● Notify the State and affected stakeholders of each incident within the time frames defined by the State ● Produce an Incident Report for each occurrence that identifies and describes the incident, its impact, associated communication, escalation, reporting, resolution, and planned corrective action ● Track incident management based on established metrics <p>Although the State envisions the Incident Management Plan being separate from the Risk and Issue Management Plan, it should align with the methodology and approach to issue and risk management.</p>	
D009	Testing Management Plan	<p>The Testing Management Plan is a technical document that details a systematic approach to testing HIE services. The Testing Management Plan contains a detailed understanding of the workflow and functions of the HIE services and documents how each of those will be tested to confirm that the solution works per its design, to detect bugs, confirm integration data accuracy, and to determine its actual limitations.</p> <p>The Testing Management Plan must include, but not be limited to, the following:</p>	<ul style="list-style-type: none"> ● Within 45 calendar days of contract execution ● Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> • Solution testing strategy and standards, methodology processes, schedules, and guidelines for all testing, including conversion testing activities • Templates for all testing artifacts and deliverables • Definition of testing metrics • Description of the approach and methodology, including entrance and exit criteria for each testing type including: <ul style="list-style-type: none"> ○ Load and stress testing ○ Unit testing ○ System testing ○ Interface testing ○ Integration regression testing ○ System integration testing ○ User acceptance testing ○ Production validation testing • Standards for establishing bi-directional traceability to requirements throughout testing activities • Plans for preparing and maintaining the test/staging environment(s) • Ability to add test scenarios, test cases, and test scripts as design progresses 	
D010	HIE Service Adoption and Technical Assistance Plan	<p>The HIE Service Adoption and Technical Assistance Plan must provide the approach the offeror will take to support all HIE participants and third-parties to successfully adopt user interface environments for each service.</p> <p>The plan must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • An explanation of types of assistance applicable to each user-interface environment and service • Strategy designating how participants are empowered to support efficient ongoing assistance for new employees and system enhancements • Participant and third-party evaluation methods and processes of assistance • How assistance can add value by providing clinical or technical continuing education units 	<ul style="list-style-type: none"> • Within 60 calendar days of contract execution • Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> • Documentation of assistance tools 	
D011	Data Services and Technical Connectivity Execution Plan	<p>The Data Services and Technical Connectivity Execution Plan is a formal document that outlines how data across the HIE services are to be managed by the offeror and provided as a service to the State and participants. The plan will consider the many aspects of data and record management, metadata generation, data preservation, and analysis to ensure that data are professionally managed, and privacy and confidentiality are always maintained.</p> <p>The plan must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Purpose of the plan • Scope of the plan • Overarching architecture diagram • Functional and organizational infrastructure • Technical infrastructure • Policies and procedures summary • Data model overview including: <ul style="list-style-type: none"> ○ Data architecture strategy ○ Conceptual data model ○ Data stores, including enhanced, modified, and leveraged ○ Data access parameters ○ Assumptions, dependencies, and constraints • Detailed data model for each HIE service, including: <ul style="list-style-type: none"> ○ Entity-relationship diagrams and tables for each component ○ Cleansing ○ Conversion ○ Migration ○ Plans for individual HIE services will be based on the overarching plan and will identify variations specific to the individual HIE services • Data Integration Plan, a subset of the Data Services and Technical Connectivity Execution Plan, which describes the basis used for integration of data collected from various sources or systems 	<ul style="list-style-type: none"> • Within 60 calendar days of contract execution • Updates annually for approval by the State

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> • Data Migration Plan, a subset of the Data Services and Technical Connectivity Execution Plan, which describes the strategy and processes used for migrating data from diverse sources or systems • Description of process for acquiring, processing, and distributing data • Quality assurance and quality control methods for all data • Version control • Retention methodology for all data and records associated with the HIE services • References and related documents 	
D012	Sustainability Plan and Pricing Model	<p>The offeror will develop a Sustainability Plan including a pricing model to promote sustainable ongoing operations of the HIE network services and for the expansion of services. In developing the Sustainability Plan and Pricing Model, the offeror must consider subscription fees, federal funding, and cost allocation related to Medicaid providers and/or members, and multi-payer investments. The Sustainability Plan and Pricing Model must include, at a minimum:</p> <ul style="list-style-type: none"> • Goals, objectives, and measures for sustainably priced operations • Methods for achieving the objectives and measuring the impact of activities • Methods for engaging with stakeholders 	<ul style="list-style-type: none"> • Within 90 days of contract execution • Updates annually for approval by the State
D013	Service Level Reporting	<p>The offeror is responsible for monthly performance monitoring against the SLAs within this RFP. The offeror must make available all report and/or data used in the determination of SLA compliance and the calculation of performance. If necessary, the offeror may provide additional explanation around performance for the State’s review and consideration.</p>	<ul style="list-style-type: none"> • Proposal template during the Kickoff Meeting • Monthly Service Level Reports submitted quarterly for each SLA included in Appendix B
D014	Project Status Reporting (Weekly and Monthly)	<p>The Project Status Reporting deliverable is recurring for the length of the project. The offeror must, at a minimum, include monthly reporting of the following activities:</p> <ul style="list-style-type: none"> • Dashboard of Project Related Activities that details at a minimum the following: <ul style="list-style-type: none"> ○ Project status 	<ul style="list-style-type: none"> • Proposal template during the Kickoff Meeting • Immediately following the Kickoff Meeting

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> ○ Key accomplishments ○ Key issues, risks, and/or decisions ○ Upcoming focus areas ○ Key project metrics ○ Outcomes based metrics to support Medicaid and State business priorities ○ Other areas as defined by the State ● Graphical status of scope, schedule, and budget (red, yellow, or green) ● Status of work completed against the Project Schedule ● Offeror responsibilities for the next reporting period ● The State responsibilities for the next reporting period ● Projected completion dates compared to approved baseline key dates ● Escalated risks, issues (including schedule and budget), action items, and decisions ● Disposition of logged issues and risks ● Actual/projected Project Schedule dates versus baseline Project Schedule milestone dates ● Other areas as defined by the State 	
HIE Service Statement of Work (SOW) Deliverables			
D015	Enterprise Identity Services	<p>The offeror will provide at a minimum enterprise Master Person Index (eMPI) services that are capable of successfully linking clinical records, Medicaid information, and other health related information sources. Ideally the service will include identity referential matching services and provide identity resolution, enrichment, and data linking. The offeror must be able to identify populations and unique individuals across disparate data sets according to public health and Medicaid business priorities.</p> <p>The offeror must provide an Enterprise Identity Services SOW that will define the delivery dates for the use cases, data dictionary, attribution plan, and execution plan.</p>	<ul style="list-style-type: none"> ● Initial submission with the proposal ● Final submission during the Clarification Period (RFP Section 5.18) ● Monthly performance and usage reports to be submitted quarterly
D016	ADT Notification and Alert Services	<p>The offeror will deliver ADT Notification and Alert service to participants and care management teams</p>	<ul style="list-style-type: none"> ● Initial submission with the proposal. Must define the

Number	Deliverable Name	Description	Delivery Timing
		<p>with necessary clinical information to improve transitions of care as patients move across care settings, such as emergency department, hospital inpatient, and ambulatory and/or long-term care. To deliver the ADT Notification and Alert Services, the offeror must work with the State to provide, at a minimum, the following:</p> <ul style="list-style-type: none"> • ADT Notification and Alert SOW • Use cases for common workflows • Data dictionary of minimum necessary data set and value-added data for notifications • Patient-provider attribution plan, if applicable • Execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations • Ongoing technical and functional performance evaluation reports • Usage reports including count of notifications sent, received, and incorporated into care plans 	<p>delivery dates for user cases, data dictionary, attribution plan, and execution plan</p> <ul style="list-style-type: none"> • Final submission during the Clarification Period (RFP Section 5.18) • Monthly performance and usage reports to be submitted quarterly
D017	Care Coordination Information Services	<p>The offeror will deliver Care Coordination Information Services through the secure exchange of patient clinical records, including behavioral health information and social determinants of health sources of information, in near real-time through an electronic exchange across Alaska’s healthcare continuum. It is important to promote information that identifies social risks and needs that stem from structural inequities (e.g., neighborhood characteristics, trauma exposure, and experiences of discriminatory policies) and provide to the communities. The offeror will provide the following services:</p> <ul style="list-style-type: none"> • <u>CCD services</u>: Exchange and integration of continuity of care documents (CCDs) in compliance with current Office of the National Coordinator for Health Information Technology (ONC)-endorsed interoperability standards. • <u>Longitudinal health record</u>: Establishing and maintaining unique patient records that are accessed, 	<ul style="list-style-type: none"> • Initial submission with the proposal. Must include the delivery dates for the use cases and the execution plan • Final submission during the Clarification Period (RFP Section 5.18) • Monthly performance and usage reports to be submitted quarterly

Number	Deliverable Name	Description	Delivery Timing
		<p>transmitted, or delivered, between health care providers and authorized users.</p> <ul style="list-style-type: none"> • <u>Closed loop referral service</u>: Providing referral workflows between primary care and specialists, community services, etc. • <u>Consent management</u>: Provide and manage ongoing individual consent choices and tracking of individuals regarding the collection, use, or disclosure of their PHI or PII. Solutions must ensure compliance with State and federal laws related to HIE consent and behavioral health such as 42 CFR Part 2. • <u>Social Determinants of Health Integration</u>: Linking and sharing high-value disparate data sources that link unique individual’s information for HIE participants, the State, and third-party partners. This service will adopt best practices lead by the ONC and The Gravity Project. • <u>Care Team Identification</u>: Identify critical care team members that support the direct care and intervention of an individual. • Usage reports including such as active user accounts, patient records queried/accessed/transmitted at an organization level, facility location level, and user level. 	
D018	DSM Service	<p>The offeror will provide DSM Services to participants as a method for electronically exchanging health care data using the most current national standards and must work with the common stakeholders to meet their needs. To deliver the DSM Services, the offeror must work with the State to provide, at a minimum, the following:</p> <ul style="list-style-type: none"> • DSM SOW • Execution plan with scope definition, objectives and activities, quality and technical specifications, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations • Ongoing technical and functional performance evaluation reports • Usage reports including count of messages sent, received, and integrated 	<ul style="list-style-type: none"> • Initial submission with the proposal. Must contain delivery dates for the use case and the execution plan • Final submission during the Clarification Period (RFP Section 5.18) • Monthly performance and usage reports reported quarterly

Number	Deliverable Name	Description	Delivery Timing
		<ul style="list-style-type: none"> Email lists of the State’s active participants and usage levels 	
D019	Provider Portal Service	<p>The offeror will provide a Provider Portal Service for participants as a secure website for accessing patient health information provided through the Care Coordination Information Services. The offeror will develop the website in accordance with national standards for accessibility and security. To deliver the Provider Portal Service, the offeror will provide, at a minimum, the following:</p> <ul style="list-style-type: none"> Provider Portal Service SOW Use case workflows Execution plan with scope definition, objectives and activities, quality and technical specifications, design documentation, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations Test plan for usability, responsiveness, and functionality Ongoing technical and functional performance evaluation reports Usage reports including such as active user accounts, patient records queried/accessed/transmitted 	<ul style="list-style-type: none"> Initial submission with the proposal. Must include the delivery dates for the user stories, execution plan, and test plan Final submission during the Clarification Period (RFP Section 5.18) Monthly performance and usage reports reported quarterly.
D020	Data as a Service	<p>Across DOH Divisions and local, regional, and State partners, there is a need for access to timely clinical data and community-based information to support community and state health priorities. This information will be made available for HIE participants and the State to incorporate into their own information and analytic systems. By providing data as a service, critical data gaps will be closed; information will be available to inform clinical decisions, public health, and policymaking; and there will be added value across the community. The offeror will establish a data governance committee to review and approve all data as a service requests that is composed of HIE participants, the State, and consumers. This data governance committee reports to the State of Alaska Governing HIE Board (see http://www.akleg.gov/PDF/26/Bills/SB0133Z.PDF).</p>	<ul style="list-style-type: none"> Initial submission with the proposal. Must contain delivery dates for the use case and the execution plan Final submission during the Clarification Period (RFP Section 5.18) Monthly performance and usage reports reported quarterly

Number	Deliverable Name	Description	Delivery Timing
		<p>Data as a service must include both one-time and recurrent data file extracts, as well as link data sets, and identify populations as defined, minimally, by the recipient. Extracts will be made available at a minimum by:</p> <ul style="list-style-type: none"> • Data fields • Data categories • Specified date ranges • Specified attribution <p>and depending on the data source, the data must be available in the following formats, at a minimum:</p> <ul style="list-style-type: none"> • Standard HL7/interface workflows • XML • Delimited files (e.g., comma, tab, colon, vertical bar/pipe, space). • SFTP workflows 	
D021	Public Health Reporting Service	<p>To support participants, the offeror will provide a Public Health Reporting Service that will create and/or submit data in standard HL7 format for public health reporting, including immunizations, electronic laboratory reports, cancer case reports, and electronic case report for reportable diseases and conditions. To deliver the Public Health Reporting Service, the State will provide, at a minimum:</p> <ul style="list-style-type: none"> • Public Health Reporting Service SOW • User stories from multiple personas with acceptance criteria for each type of public health report • Execution plan with scope definition, objectives and activities, quality and technical specifications, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations • Ongoing technical and functional performance evaluation reports • Usage reports including count of public health reports created, delivered, and received by type of report 	<ul style="list-style-type: none"> • Initial submission with the proposal • Final submission during the Clarification Period (RFP Section 5.18) • Monthly performance and usage reports following implementation of the Public Health Reporting Service
D022	Bidirectional EHR Integration	The offeror will provide services to support bidirectional EHR integration of patient clinical records	<ul style="list-style-type: none"> • Initial submission with the proposal

Number	Deliverable Name	Description	Delivery Timing
		<p>to help improve workflow efficiencies for health care providers.</p> <p>To deliver the Bidirectional EHR Integration Service, the offeror will provide, at a minimum:</p> <ul style="list-style-type: none"> • Bidirectional EHR Integration SOW that may include phases of integration based on the capabilities and readiness of the participants • A plan that takes into account the EHR vendor market capabilities and population impact • Execution plan with scope definition, objectives and activities, data, quality and technical specifications including a technical architectural diagram, integration standards, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations • Ongoing technical and functional performance evaluation reports • Usage reports including, but not limited to: <ul style="list-style-type: none"> ○ Number of established bidirectional integration connections by EHR version and facility ○ Number of records integrated into EHRs by type of record 	<ul style="list-style-type: none"> • Final submission during the Clarification Period (RFP Section 5.18) • Monthly performance reported quarterly following implementation of the Bidirectional EHR Integration Service

SEC. 3.09 UNIQUE CONSIDERATIONS

The selected HIE service provider must establish a good working relationship with tribal health organizations, and develop cultural sensitivity that respects the communities, values, governance, self-determination, focus, interpersonal communication styles, life experiences, and social norms of tribes.

Remote HIE participants with small offices may need a different level of service. For instance, they may need a smaller, more targeted service offering and/or greater technical assistance. The selected HIE service provider must engage with participants to determine the right level of support and service.

HIE offerors may be familiar with responding to proposals that require technology and management services. With the expiration of HITECH funding, the focus for this RFP is for HIE services under the assumption that all potential offerors will have the technology and management services already successfully established with evidence of industry maturity and can therefore rapidly provide current innovative HIE services.

SEC. 3.10 CONTRACT TYPE

This contract is a firm fixed-price contract.

SEC. 3.11 PAYMENT PROCEDURES

The State is transitioning to a deliverable-based payment model for the HIE services, with defined performance measures by deliverable. Each billing must consist of an invoice and deliverable activity. No payment will be made until the invoice and completed deliverable from the invoice period has been approved by the project director.

SEC. 3.12 CONTRACT PAYMENT

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

SEC. 3.13 LOCATION OF WORK

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor 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. 3.14 LOCAL PRESENCE

The offeror's staffing plan (D001- Project Management Plan) must outline the proposed office location and any on-site travel support for the work being performed. The successful offeror must propose how they will have a local presence in Anchorage, Alaska, in order to perform the work required in this RFP. The offeror will describe how partnerships will be utilized, if at all. Partnerships that are in the form of subcontractors must be included in Submittal Form G.

The State expects ongoing collaboration and availability to both the State and local stakeholders. Some percentage of staff must reside in Anchorage, Alaska. The State will not provide workspace for the contractor. The contractor must provide its own workspace and facilities.

SEC. 3.15 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC (SECURITY OPERATIONS CENTER) 1, SOC 2, OR SOC 3 report(s). Failure to provide this report may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.16 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete Submittal Form G -Subcontractors, provided as an attachment to the RFP.

An offeror's failure to provide this information with their proposal may cause the State to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.05 of the RFP

During the Clarification Period (RFP Section 5.18), the State may require a signed written statement from each subcontractor proposed in Submittal Form G – Subcontractors that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the State will also require evidence that a subcontractor possesses a valid Alaska Business License if they will be performing work within Alaska.

During the contract, the substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

SEC. 3.17 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement, which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.18 CONTRACT PERSONNEL

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

SEC. 3.19 INSPECTION & MODIFICATION - REIMBURSEMENT ROR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed 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. 3.20 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health or the Commissioner's designee.

SEC. 3.21 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 SSA 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 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 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 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. 3.22 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.

Acceptance of this clause is a material provision and the indemnification clause shall not be subordinate to any other provision in the offer or subsequent contract.

SEC. 3.23 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 provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$5,000,000 per claim /annual aggregate.

No alteration of these insurance requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

SEC. 3.24 TERMINATION FOR DEFAULT

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

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached along with this RFP.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for anonymity and page limits.

Anonymity: Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. The State also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
Submittal Form B – Service Approach – Understanding of the Project	YES	2
Submittal Form B – Service Approach – HIE Network Approach	YES	2
Submittal Form B – Service Approach – Staffing and Recruitment	YES	2
Submittal Form B – Service Approach – Technical Assistance	YES	2
Submittal Form B – Service Approach - Transition of HIE Activities	YES	2
Submittal Form C – Risk Assessment Plan – Controllable Risks	YES	2

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form C – Risk Assessment Plan – Non-Controllable Risks	YES	2
Submittal Form D – Value-Add Assessment	YES	2
Submittal Form E – Mandatory Requirements		
Submittal Form F – Contractual Requirements		
Submittal Form G – Subcontractors		
Submittal Form H – Cost Proposal		
Deliverables Submitted with Proposal		25 Per Deliverable

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

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

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

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

The Submittal Form also requests the following information:

- a. The complete name and address of the offeror’s firm along with the offeror’s Tax ID.
- b. Information on the person the State should contact regarding the proposal.
- c. Names of critical team members/personnel.
- d. Addenda acknowledgement.
- e. Conflict of interest statement.
- f. All known federal requirements that apply to the proposal, proposal evaluation, or contract.

- g. Alaska preference qualifications (if applicable).

An offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 SERVICE APPROACH (SUBMITTAL FORM B)

The offeror must complete and submit this Submittal Form. This document should demonstrate to the State that the offeror can visualize what they are going to do to successfully deliver the service. The service approach is separated into four major topics:

1. **Understanding of the Project:** Summarize the offeror's understanding of the scope of work and deliverables that must be completed and how the project will be managed.
2. **HIE Network Approach:** Summarize the offeror's approach to establishing and maintaining the HIE network to support public health and Medicaid business priorities, and to help ensure the future HIE network represents an inclusive and comprehensive network including tribal organizations.
3. **Staffing and Recruitment:** Summarize the offeror's approach to recruitment, staff retention, and organizational management to support this scope of work.
4. **Technical Assistance:** Summarize the offeror's approach to deliver high-quality technical, service transition training, and help-desk support to HIE participants.
5. **Transition of HIE Activities:** Summarize overall strategy on the offeror's approach to transitioning services and stabilizing operations. Please include the approach and strategy for transitioning existing participants, or adding new participant, system interfaces, while taking into consideration the EHRs in the marketplace.

SEC. 4.05 RISK ASSESSMENT PLAN (SUBMITTAL FORM C)

The offeror must complete and submit this Submittal Form. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the State. The offeror should rely on and use their experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The offeror should also explain how it will avoid or minimize the risks from occurring. If the offeror has a unique method to minimize the risk, the offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the system. The offeror should categorize the 'risks' into the following definitions:

- a. **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the offeror, or by entities/individuals that are contracted to by the offeror. This includes things that are part of the technical scope of what the offeror is being hired to do. This may also include risks that have already

been minimized before the project begins due to the offeror's expertise (i.e., risks that are no longer risks due to the offeror's expertise in delivering this type of project). All controllable risks and strategies to mitigate them must be included in the offeror's base proposal cost and schedule (if there is any impact at all).

- b. **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the offeror. This may include risks attributed by State, State personnel, parties hired by the State, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the offeror, the offeror should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the offeror's base proposal cost or schedule.

Please use the following format when completing the Submittal Form:

- Risk = Title of the risk
- Description = A brief description of why the risk is a risk? Background of how the risk may impact the project/service if it occurs.
- Strategy = Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it occurs.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 VALUE-ADD ASSESSMENT (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form. The purpose of the Value-Add Assessment is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the State, the range of innovative participants, the project, or the service. If the offeror can include more scope or service within the scope of the RFP, the offeror should provide these value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. **Value-added ideas must not be included in the offeror's base cost proposal.**

Please use the following format when completing the Submittal Form:

- Idea = Title of the idea/opportunity
- Description = A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact on the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

The offeror must complete and submit this Submittal Form.

SEC. 4.08 CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM F)

The offeror must complete and submit this Submittal Form.

SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)

The offeror must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

The offeror must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, the 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.

Offerors should reference the guidance provided in Section 3.11 Payment Procedures, as well as the below instructions when evaluating how to respond and complete the cost tables. RFP Submittal Form – H Cost Proposal has been included for offerors to complete. The submittal form is provided in a Microsoft Excel workbook containing two worksheets:

Cost Proposal Table 1 – Fixed Cost: The offeror shall be paid a start-up costs and additional fixed deliverable prices for deliverables D001 - D014 (RFP Section 3.08) based on of the amount specified in the offeror's proposal set forth in Table 1 - Fixed Cost. Payment for the ramp-up will not be made until the status reports for ramp-up are submitted and approved. Payment for each deliverable will not be made until each deliverable is submitted and approved.

Cost Proposal Table 2 – HIE Services Cost: Offeror must provide costs for the HIE services deliverables D015 - D022 (RFP Section 3.08) as set forth in Table 2 - HIE Services. The offeror must include in the cost per deliverable (1) the cost of the execution plan (one-time cost) and (2) the cost for the service including the participant implementation, hardware and software fees, other vendor fees, operations and maintenance, and enhancements.

SEC. 4.11 DELIVERABLES

As previously specified, offerors must include their initial submissions of the following Deliverables with their proposal:

- D001: Project Management Plan (PMP)
- D002: HIE Network Technical Connectivity Plan
- D003: Operations Management Plan
- D004: Security, Privacy, and Confidentiality Plan
- D005: Disaster Recovery and Business Continuity Plan
- D006: Outcomes – Based Certification Plan

- D015: Enterprise Identity Services
- D016: ADT Notification and Alert Services
- D017: Care Coordination Information Services
- D018: DSM Service
- D019: Provider Portal Service
- D020: Data as a Service
- D021: Public Health Reporting Service
- D022: Bidirectional HER Integration

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 THIRD-PARTY CONSULTING ASSISTANCE

The state has retained BerryDunn as a subject matter expert to assist the State with this RFP process. This assistance includes:

- Developing language and content for the RFP.
- Attending and participating in the educational meeting and pre-proposal meeting.
- Analyzing proposals and serving as an overall technical industry resource for the State and the proposal evaluation committee (PEC).
- Analyzing the contractual requirements responses and deliverables submitted with the proposals.
- Presenting findings from analysis to procurement and the PEC at the PEC meeting(s).
- Developing questions and areas of interest for the interviews and attending and participating in interviews.
- Attending meetings and assisting the State during the clarification period (reference RFP Section 5.18).

The State may also use other third-party entities in Alaska to serve on the proposal evaluation committee (PEC). These entities are the Alaska Native Health Board (possibly represented by the Alaska Native Tribal Health Consortium), the Alaska Mental Health Trust, and the Alaska State Hospital and Nursing Home Association.

These entities may also provide subject matter experts to assist the State, to include:

- Attending and participating in the educational meeting and pre-proposal meeting.
- Analyzing proposals and serving as an overall technical industry resource for the State and the proposal evaluation committee (PEC).
- Analyzing the contractual requirements responses and deliverables submitted with the proposals.
- Presenting findings from analysis to procurement and the PEC at the PEC meeting(s).
- Developing questions and areas of interest for the interviews and attending and participating in interviews.
- Attending meetings and assisting the State during the clarification period (reference RFP Section 5.18).

SEC. 5.02 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness and compliance with mandatory requirements. Proposals deemed non-responsive or not in compliance with mandatory requirements will be eliminated from further consideration.
- 2) Each responsive proposal that has passed all mandatory requirements will be assigned a unique code.
- 3) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 4) The anonymous Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information, schedule information, or team information will be shared or provided to the PEC.

- 5) The PEC will independently evaluate and score the documents based on the degree to which the proposal has met the requirements of each Submittal Form.
- 6) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores. BerryDunn and the entities listed in Section 5.01 may also participate in the PEC meeting and present their analysis of the proposals, and the PEC may take that analysis into consideration prior to finalizing their scores.
- 7) The evaluators will submit their final individual scores to the procurement officer, who will then compile the evaluator’s scores and calculate awarded points as set out in Section 5.04.
- 8) The procurement officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points.
- 9) The procurement officer will prioritize the proposals based on evaluator scores, cost proposal scores, and Alaska preferences (as outlined in Section 5.10 through 5.13).
- 10) The procurement officer may shortlist the proposals and the State may conduct interviews with the top-rated offerors.
- 11) The PEC will evaluate and score the interviews and submit their scores to the procurement officer, and the PEC may have another PEC meeting, attended by BerryDunn and the entities listed in Section 5.01, prior to finalizing their interview scores. The procurement officer will incorporate these scores into the final prioritization.
- 12) The State will then conduct the clarification period and award a contract if the clarification period is successful.

SEC. 5.03 EVALUATION CRITERIA

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

Total Evaluation Points Available: 1000

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance – Submittal Form E	Pass/Fail
Service Approach – Understanding of the Project – Submittal Form B	50
Service Approach – HIE Network Approach – Submittal Form B	60
Service Approach – Staffing and Recruitment – Submittal Form B	60
Service Approach – Technical Assistance – Submittal Form B	60
Service Approach - Transition of HIE from Incumbent Vendor – Submittal Form B	60
Risk Assessment Plan – Submittal Form C	110

Value-Add Assessment – Submittal Form D	60
Interviews – Leadership and Critical Team Members	120
Interviews – HIE Services Demonstration	120
Total	700

Cost Criteria	Weight
Cost Proposal	200
Total	200

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

SEC. 5.04 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.06 through 5.08 and assign a single score for each section. Offeror’s responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

Offeror Total Score

$$\text{Offeror Total Score} \times \text{Max Points} = \text{Points Awarded}$$

Highest Total Score

Example (Max Points for the Section = 100):

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

Offeror 3	10	10	10	10	40	100
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In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum number of points for that section.

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

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

Highest Total Score (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

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

Highest Total Score (40)

SEC. 5.05 MANDATORY REQUIREMENTS (PASS/FAIL)

Offerors must confirm that they meet all mandatory requirements as identified in Submittal Form E. An offeror's failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 5.06 SERVICE APPROACH

The Service Approach will be evaluated against the questions set below:

1. **Understanding of the Project:** How well has the offeror demonstrated their understanding of the scope of work and the HIE services, and how well the project will be managed?
2. **HIE Network Approach:** How well did the offeror demonstrate their understanding of the importance of the HIE network approach to technical assistance with current and potential HIE participants?
3. **Staffing and Recruitment:** How well did the offeror demonstrate their approach to recruitment, staff retention, and organizational management to support this scope of work?
4. **Technical Assistance:** How well did the offeror demonstrate their approach to deliver high-quality technical assistance, services transition training, and help-desk support to HIE participants?
5. **Transition of HIE activities from Incumbent Vendor:** How well did the offeror demonstrate their ability to transition services and stabilize operations, including the approach to transitioning existing participants, adding new participants, system interfaces, and considering the EHRs in the marketplace?

SEC. 5.07 RISK ASSESSMENT PLAN

The Risk Assessment Plan will be evaluated by the PEC against the questions set out below:

- 1) How well has the offeror identified pertinent risks, issues, challenges, and potential problems related to this specific project/service?

- 2) How well has the offeror identified a clear and concise approach/methodology that can logically mitigate the risks?

SEC. 5.08 VALUE-ADD ASSESSMENT

The Value-Add Assessment will be evaluated against the questions set out below:

- 1) How well has the offeror identified pertinent value-added ideas or opportunities that are specific to this project/service?

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SEC. 5.10 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 following website:

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

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

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

SEC. 5.11 ALASKA BIDDER PREFERENCE

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

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

SEC. 5.12 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.

SEC. 5.13 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska offerors preference = 100 Points for the Preference

Step 2

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

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

Step 3

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

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

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

SEC. 5.14 SHORTLISTING

After proposals have been prioritized, the State may shortlist and interview the top three highest ranking offerors. The State may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

SEC. 5.15 INTERVIEWS AND HIE SERVICES DEMONSTRATION

Team Interview of Leadership and Critical Team Members

The State will conduct a team interview with the key executive leadership and critical team members from each of the shortlisted offerors. The key executive leadership team should include the following roles:

- 1) HIE Director
- 2) HIE Operations Executive Leadership
- 3) HIE Clinical Executive Leadership
- 4) HIE Technical Executive Leadership

The critical team members must be those identified on Submittal Form A. The State will request the names and titles of the executive leadership team prior to the interview. No substitutes or proxies will be allowed, and no other individuals from the offeror's organization will be allowed to sit in or participate during the interview session. Individuals who fail to attend will result in the offeror receiving a "1" score, which may jeopardize the offeror's competitiveness.

The team interview is expected to have a duration of approximately four hours with a strong focus on experience in providing existing HIE services in production that are included in the offeror's proposal. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fees. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The State may request additional information prior to the interview. The PEC will score each interview individually using the 1, 5, 10 scoring method described in Section 5.04, and may have a group discussion prior to finalizing scores.

HIE Services Demonstration

The State will require one demonstration of the existing HIE services in production that are included in the offeror's proposal. The demonstration will be of a duration of approximately four hours and will follow an agenda that will be provided at the time the demonstration is scheduled. The demonstration will be provided by the critical team members identified in Submittal Form A. No deviation from the demonstration agenda will be allowed. Offerors who fail to provide the demonstration or who deviate from the required agenda will be given a "1" score, which may jeopardize the offeror's competitiveness.

Offeror's critical team members may be asked questions regarding the functionality of the services, the technology, and the experience of the members in providing a demonstrated service. The PEC will score the demonstration individually using the 1, 5, 10 scoring method described in Section 5.04 and may have a group discussion prior to finalizing scores.

SEC. 5.16 FINAL PRIORITIZATION

After the shortlisted offerors have been interviewed and scored by the PEC, the procurement officer will compile all scores and perform a final prioritization of offerors.

SEC. 5.17 COST REASONABLENESS

After the shortlisted offerors have been interviewed and scored by the PEC, the procurement officer will compile all scores and perform a final prioritization of offerors. Prior to performing clarifications and negotiations, the procurement officer will perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- a. If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the State will proceed to invite the highest ranked offeror to the Clarification Period.
- b. If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the State reserves the right to invite the second highest ranked offeror to the Clarification Period.

SEC. 5.18 CLARIFICATION PERIOD

The State will invite the highest (or second highest) prioritized offeror to the clarification period. The clarification period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value offeror an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The State's objective is to have the services completed on time, without any cost increases, in a timely and efficient manner, and with high customer satisfaction. It is the offeror's responsibility to ensure that the offeror understands the State's expectations. The offeror is at risk, and part of the risk is understanding the State's expectations.

The offeror will be required to pre-plan the project in detail to ensure that there are no surprises, and to prepare a clarification document (which will be incorporated into the contract), containing at a minimum the information as described below:

- a. **Verify the Cost Proposal:** Clarify the cost proposal. The offeror is expected, in good faith, to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- b. **Provide a Project Schedule:** Prepare a high-level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule. This may include transition and implementation.
- c. **Provide a Client Action Item Schedule:** Prepare a schedule of any/all activities, actions, or decisions needed from the State (including specific due dates and client names responsible for the activities). This must be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of the State or its personnel
- d. **Align Expectations:** Coordinate the project/service (schedule, cost, activities) with all critical parties (subcontractors, consultants, suppliers, manufacturers, networks, etc.). Create a detailed project plan. Review any unique technical requirements with the State.
- e. **Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the offeror has assumed the State will perform, items/tasks required from the state, and items/tasks that have not been included in the proposal (items that the offeror feels are outside the scope of work). This should also include any critical expectations or

responsibilities that the offeror has of the State, State personnel, or other parties/organizations that are not contracted to by the offeror.

- f. Risk Mitigation Approach: Identify all risks, activities, or concerns that may be unforeseen or not within the control of the offeror. This should include everything (realistically) that may prevent the offeror from being successful on this project. This may include contractor risks, designer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is unique about this project
- g. Financial Resources and Responsibility: Provide necessary information on the offeror’s ability to meet its financial obligations. Financial analysis includes and is not limited to standard accounting ratio analysis. The offeror will be required to provide the most recent three years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company’s existence, if shorter. Provide the most recent interim financial statements. Required if the latest available financial statement date is six months or more than the RFP document submission date. Interim financial statements must be signed and attested to by an authorized officer as a fair representation, in all material aspects, of the company’s financial condition in accordance with generally accepted accounting principles. Provide any sub-consultant’s financial stability information and qualifications of the sub-consultant’s key personnel (if the sub-consultant will perform at least 25% of the work). The State may request clarifications or additional documentation, other than the aforementioned documents as stated above. However, no request by the offeror to submit additional information for re-evaluation of financial resources and responsibility will be accepted.
- h. 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. If requested, provide resumes for all key personnel.
- i. Provide any additional requested documentation: Provide a detailed project/work plan, past and current client references, staffing plans, contracts, insurance, background checks, additional references, and reference information, etc.
- j. Provide required final drafts of Deliverables D001 – D006 and D015 – D022 (see Section. 3.08 Deliverables).

The potential best-value offeror will be required to conduct and participate in meetings throughout the clarification period to provide insight and answer questions regarding the deliverables to be submitted during the clarification period.

The potential best-value offeror will be required to hold a final summary meeting at the end of the clarification period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The offeror will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

The State reserves the right at its sole discretion to negotiate with the potential best-value offeror during the clarification period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would influence the ranking of proposals.

An invitation to the clarification period does not constitute a legally binding offer to enter a contract on the part of the State with the offeror. At any time during the clarification period, if the State is not satisfied with the progress being made by the invited offeror, the offeror fails to provide the information in a timely manner, fails to negotiate in good faith, indicates they cannot perform the contract within the budgeted funds available for the project, or if the offeror and the State fail to agree to terms or fail execute a contract, the State may terminate the clarification period activities and then commence or resume a new clarification period with an alternative offeror.

SEC. 5.19 OFFEROR NOTIFICATION OF SELECTION

If the State and offeror can agree to terms and complete the clarification period, the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for the award.

SECTION 6. POST AWARD PROCEDURES AND ACTIVITIES

SEC. 6.01 REPORTING

In addition to the reports required in the deliverables (Section 3.08), the State may require the awarded contractor to prepare and submit reports within a certain period (monthly, quarterly, etc.) throughout the life of the contract. These reports are a tool for the state in analyzing changes or addressing issues that may occur throughout the contract period. A change or issue is defined as anything that impacts (or may potentially impact) the contract costs or contract schedule/duration. This includes deviations that are caused by:

- The contractor (or entities contracted by the state)
- The State (scope changes or client-caused deviations)
- Third parties (which are not hired or contracted by the contractor)
- Unforeseen conditions

As new or potential deviations occur, the contractor must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact on the awarded cost or awarded schedule.

The reports will be in either a format required by the State, or a format agreed upon by both parties. Note: These reports do not substitute or eliminate progress reports or any other traditional reporting systems or meetings that the contractor may perform.

Reports are due on the first day of the month following the end of the reporting period. If the first day of that month is on the weekend, the report shall be submitted the following Monday. The State will review and analyze each report for accuracy, following format requirements, and timely submittals.

SEC. 6.02 PERFORMANCE EVALUATIONS

The awarded contractor will be closely monitored for contract compliance. In summary, the State will evaluate the contractor's overall performance on the awarded contract. This may include, but is not limited to:

- Ability to follow State rules, policies, and regulations
- Ability to successfully manage and deliver the project
- Ability to minimize delays
- Ability to minimize cost increases
- Ability to provide and submit accurate monthly reports
- Overall quality and performance of the services
- Accuracy of billing
- Responsiveness to correct deficiencies
- Conformance to the terms and conditions of the contract

The project evaluation assessment will be performed at regular intervals. These ratings may be used and considered during the solicitation and competition of future projects within the State of Alaska.

SEC. 6.03 INFORMAL DEBRIEFING

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

SECTION 7. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 7.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. 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 of 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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 7.02 CLARIFICATION OF OFFERS

Prior to the Clarification Period detailed in Section 5.18, 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 because of a clarification under this section.

SEC. 7.03 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 to 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 because of these discussions, they will be made 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 the 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. 7.04 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services (form 02-093/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

Any contractor exceptions which would constitute a material change or are not approved by the Attorney General under AS 36.30.340 may be cause for rejection of the proposal.

SEC. 7.05 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as Appendix C – Business Associate Agreement.

SEC. 7.06 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.07 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.08 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report. The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 7.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 7.10 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. 7.11 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. 7.12 ASSIGNMENT

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

SEC. 7.13 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 to the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.14 SEVERABILITY

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

SEC. 7.15 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.08 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.16 CONTRACT INVALIDATION

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

SEC. 7.17 SOLICITATION ADVERTISING

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

SEC. 7.18 SITE INSPECTION

The State may conduct on-site visits to an offeror's places of business or work sites 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 assistance and access to the offeror's relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

At reasonable times throughout the contract, the State may also inspect those areas of the contractor's places of business or work sites that are related to the performance of the contract. The contractor must agree, at risk of being found in default of the contract, to provide the State with reasonable assistance and access to relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC. 7.19 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 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."

SECTION 8. ATTACHMENTS

The below outlines the attachments included with this RFP.

Attachments
RFP Submittal Forms A-H.docx
Submittal Form A – Offeror Information
Submittal Form B – Service Approach
Submittal Form C – Risk Assessment Plan
Submittal Form D – Value-Add Assessment
Submittal Form E – Mandatory Requirements
Submittal Form F – Contractual Requirements
Submittal Form G – Subcontractors
RFP Submittal Form H – Cost Proposal
Appendix A – Standard Agreement Form
Appendix B – Service Level Agreements (SLAs)
Appendix C – Business Associate Agreement (BAA)