

STATE OF ALASKA REQUEST FOR PROPOSALS



STATEWIDE TRANSCRIPTION SERVICES RFP 2023-0200-5226

ISSUED JULY 15, 2022

THE STATE OF ALASKA IS SOLICITING FOR VENDORS TO PROVIDE SERVICES TO CONVERT SPEECH, EITHER LIVE OR RECORDED, INTO WRITTEN OR ELECTRONIC TEXT DOCUMENTS, ON AN AS-NEEDED BASIS.

ALL STATE OF ALASKA GOVERNMENTAL ENTITIES MAY PURCHASE FROM THE CONTRACTS RESULTING FROM THIS SOLICITATION, INCLUDING ENTITIES SUCH AS THE ALASKA LEGISLATIVE BRANCH, THE ALASKA COURT SYSTEM, THE UNIVERSITY OF ALASKA, BOARDS AND COMMISSIONS, AND ALL STATE OF ALASKA POLITICAL SUBDIVISIONS, CITIES, BOROUGHs, AND SCHOOL DISTRICTS.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
OFFICE OF PROCUREMENT AND PROPERTY
MANAGEMENT

PRIMARY CONTACT:

JOSHUA HARTMAN
CONTRACTING OFFICER
JOSHUA.HARTMAN@ALASKA.GOV
(907) 465-5758

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration (DOA), Office of Procurement and Property Management (OPPM), is soliciting proposals for Statewide Transcription Service. The purpose of this solicitation is to contract with a qualified Offeror to provide all transcription services for general, medical, and legal records to convert speech; either live or recorded, into written or electronic text documents.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

All other State of Alaska governmental entities may purchase from the contract resulting from this solicitation, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **August 25, 2022 at 3:30 PM**, prevailing Alaska Time. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration. For offers to be considered responsive, offerors must meet all of these minimum prior experience requirements.

- Offeror must have been in business for a minimum of three (3) years within the past 10 years.
- Offeror must have performed transcription services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex General, Medical and Legal terminology on a state, regional or nationwide bases.
- Offerors must have a Single Point of Contact. All Offerors must include a single point of contact in their proposal. This single point of contact shall be the primary person the State may contact regarding the resulting contract.
- Hours and submission methods: Offeror must perform full-service support during normal business hours in Alaska (working days Monday through Friday, 8:00 a.m. – 5:00 p.m.)

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

SEC. 1.04 REQUIRED REVIEW

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

SEC. 1.05 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. All questions are due no later than July 26, 2022 at 3:30 PM Alaska Time.

Two types of questions generally arise. 1) Questions may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. 2) Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Technical questions will then be answered in a written amendment that will be posted to the Alaska Online Public Notices and sent to all registered vendors. This allows participating vendors to equally understand all questions asked and all answers provided.

PROCUREMENT OFFICER: Joshua Hartman **EMAIL:** Joshua.hartman@alaska.gov

SEC. 1.06 RETURN INSTRUCTIONS

If submitting **paper copies sent via mail or delivery services**, Offerors must submit four (4) hard copies of their proposal, in writing, to the procurement officer in a sealed package.

The cost proposal spreadsheet included with the package must be sealed separately from the rest of the technical proposal and must be clearly identified as the cost proposal.

Please Note: References within this RFP to “Attachments” mean the specific documents issued with this RFP. These Attachments provide additional information to Offerors and represent the proposal templates that the Offeror must complete and return with their proposal. (See RFP Section 4 for further instructions.)

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

Department of Administration
Office of Procurement and Property Management (OPPM)
Attention: JOSHUA HARTMAN
Request for Proposal (RFP) Number: **2023-0200-5226**
RFP Title: **TRANSCRIPTION SERVICES**

If using U.S. mail, please use the following address:

P.O. BOX 110214
JUNEAU, AK 99811-0214

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

333 WILLOUGHBY DR.
SUITE 801
JUNEAU, AK 99811

If submitting a proposal via electronic email, please read the following:

The technical proposal, and cost proposal spreadsheet must be saved as separate PDF documents and emailed to Joshua.hartman@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the **issuing agency at (907) 465-5758 (Joshua Hartman)**, to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

- **NOTE:** Faxed copies of proposals will NOT be accepted.
- **NOTE:** Submissions of proposals through the Alaska IRIS Procurement System will NOT be accepted.
- **NOTE:** Late submission will NOT be accepted.

SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) **CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) **FEDERAL REQUIREMENTS**

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

(f) **BID BOND - PERFORMANCE BOND - SURETY DEPOSIT**

Bid Bond

Not applicable to this RFP.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

SEC. 1.11 RFP SCHEDULE

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

- Issue RFP **JULY 15, 2022**
- Pre-proposal conference on **JULY 21, 2022,**
- Deadline for Receipt of Proposals **AUGUST 25, 2022,**
- Proposal Evaluation Committee meeting **SEPTEMBER 1, 2022,**
- State of Alaska issues Notice of Intent to Award a Contract **SEPTEMBER 2, 2022,**
- State of Alaska issues contract upon final signatures, approximately **SEPTEMBER 15, 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 Administration, 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. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference will be held on **July 21, 2022 at 9:30 AM**, Alaska Time. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Technical questions may be asked but might not be answered during the teleconference. All technical questions must be received in writing per Section 1.05.

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.

Participants may dial into the meeting using the following number: **1-800-315-6338, Access Code 09593#**

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. 2.15 BACKGROUND INFORMATION

The State of Alaska is seeking a contract with a qualified Offeror to provide all transcription services for general, medical, and legal records to convert speech; either live or recorded, into written or electronic text document for all Participating States.

The State has participated in the NASPO ValuePoint Transcription Service contract over the past five years and is now seeking to establish a statewide contract for such services. This contract will provide non-mandatory, as-needed transcription services for general, medical, and legal services.

Other State of Alaska governmental entities may purchase from the contracts resulting from this solicitation, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Office of Procurement and Property Management, is soliciting proposals for Transcription Services throughout Alaska.

A.1. General Transcription Services

1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor within this scope of work of this solicitation.
2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The State will document in writing the reason(s) for any rejection of personnel.
3. The Contractor shall have the capability of providing audio to text and video to text.
4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.
5. The Contractor shall establish a secure file transfer protocol (SFTP) website for use in transferring documents to and from the agency.
6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP site. The agency may submit audio recordings by audio cassette, CD, or another physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
7. The agency shall be given the opportunity to review, approve and accept all work ordered and received by the agency. All materials for review shall be delivered to the agency via the Contractor's SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the agency. Corrections shall be made at no additional charge.
 - a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any agency requires retypes or corrections, the State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
8. Deliverable deadlines shall be agreed upon by agency and Contractor prior to order placement.
9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.
 - a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the purchasing agency.
 - b. The Contractor shall have the capability to generate reports from the log as requested by the agency. Reports shall be delivered to agency via the SFTP site or email as requested by the agency.
10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.
11. The Contractor shall be held responsible for the security of its premises and assumes all risk.
12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the agency.
13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.

- a. Dictation method may include a toll-free telephone number dedicated to each agency, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).
 - b. Must have capability of single speaker dictation and multiple speaker recordings.
- 14. All recordings must be able to be paused, rewound, and fast-forwarded.
- 15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the agency.
- 16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.
- 17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.
- 18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the agency, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.
- 19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.
 - a. The agency shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the “foot printing” of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers.
 - b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor’s operations. However, the Contractor shall immediately notify the State contact, and ordering agency of any security event which would constitute a security event including any “breach of the security of the system” under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and
 - c. The Contractor shall likewise notify the State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor’s privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.
- 20. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate response.
- 21. All services shall be performed in the United States.

A.2. Medical transcription services

- 1. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
- 2. The format shall be specified by the agency.
- 3. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

4. The Contractor shall destroy medical transcriptions in compliance with the State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
5. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the agency.
6. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
7. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy, and medications.
8. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

A.3. Legal Transcription Services

1. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

A.4. Optional Transcription Services (VALUE-ADD)

1. Optional Transcription Services, (Value-Add) such as braille or insurance services may be offered by the Contractor. These "Optional Services" may be identified at the bottom of the Attachment F - Cost Proposal. These optional services (Value-Add) must have an associated cost and must not be listed within the body of the original cost proposal. The optional services (Value-Add) will not be evaluated and there is no guarantee that the optional service (Value-Add) items will be used. Optional service (Value-Add) items may be incorporated into the contract via an amendment at a later date if found to be in the states best interest.

SEC. 3.02 SERVICE DEFINITIONS

The following definitions apply to this solicitation.

Acceptance is defined by the applicable commercial code, except acceptance shall not occur before the completion of delivery in accordance with the order, and a reasonable time for inspection of the product.

Audio Time Coding is a reference to a particular time point in an audio file.

Burnt-in time code (BITC) allows access to a certain point in a video and matches with the timecode in the transcription.

Cost Proposal Spreadsheet: The Cost proposal spreadsheet is included in this solicitation. Prices listed must include all direct and indirect costs. Exclusion of any cost or pricing data requested on the Cost Proposal Spreadsheet may result in proposals being deemed non-responsive.

Electronic Version/Copy means a digital form consisting of text, images or both readable on computers and/or other electronic devices that includes all content that the original hard copy contains.

Embedded Software means one or more software applications which permanently reside on a computing device.

Encryption means the process of using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

Exceptions means a formal objection taken to any statement or requirement identified within this solicitation.

High Difficulty Level means a file that contains several audio difficulties such as high noise level, non-American accent, poor audio quality, distorted audio, etc.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Noisy Background means files that have been recorded in places with lots of noise in the background such as crowds, restaurants, etc.

Non-American Accent is when audio files contain speakers with accents other than American.

Order/Purchase Order/Delivery Order means any purchase order, sales order, contract or other document used by a purchasing entity to order the products.

Security Event is an immediately reportable subset of security incidents described but not limited to:

- (a) Suspected penetration of the Contractor's information system of which the Contractor becomes aware but for which it is not able to verify within twenty-four (24) hours of the time of becoming aware of the suspected incident.
- (b) Any indication, evidence or other security documentation that the Contractor's network resources, including but not limited to, software, network routers, firewalls database and applications servers, intrusion detection system or other security appliances may have been damaged, modified, taken over by proxy, or otherwise comprised for which the Contractor cannot refute the indication within twenty-four (24) hours of the time the Contractor became aware of such indication.
- (c) A security breach of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to access to or use, disclosure, modification or destruction of unencrypted computerized data, and which incident materially compromises the security, confidentiality or integrity of confidential data.
- (d) The unauthorized acquisition, including but not limited to access to our site, disclosure, modification or destruction of unencrypted electronic confidential information of the purchasing entity by an employee or authorized user of the Contractor's system(s) which materially compromises the security, confidentiality or integrity of confidential information of the customer.

Speaker Tracking is when tags are given to a distinct speaker.

Solicitation is an invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Strict Verbatim when transcribing includes every word uttered or spoken such as "ah's" and "umm's."

Subtitle Files are formatted and can be used as a YouTube caption file or with other video players.

Transcription Services-General is transcription of audio or video recording proceedings included but not limited to, hearings, meetings, etc.

Transcription Services-Legal is transcription of audio or video recordings of administrative hearings, unemployment or workers comp claims, IRS investigations, interrogations, witness statements, personal histories, police reports, law enforcement dispatch recordings, surveillance recordings, jailhouse recordings, etc.

Transcription Services-Medical is transcription of voice-recorded reports as dictated by physicians or other healthcare professionals.

Unauthorized Acquisition is a breach of security of the Contractor's system. This includes, but not limited to: access to, use, disclosure, modification, or destruction of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by or on behalf of the purchasing entity.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 15, 2022, through August 31, 2023, with two optional one-year renewals, until completion, approximately August 31, 2025, at the sole discretion of the State of Alaska.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree:

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

SEC. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

- The offeror shall provide Transcription Services as described in the Scope of Work, RFP Section 3.

SEC. 3.05 MANDATORY REPORTING (ATTACHMENT K – SAMPLE VENDOR USAGE)

Quarterly Usage Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, name of event, venue, attendees, date(s), contract price, retail price, the extended price for each transaction, and the appropriate administrative fee. These reports are due 30 days after the end of the State of Alaska Fiscal Quarters:

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

SEC. 3.06 ADMINISTRATIVE FEE

Contractor agrees to provide an Administrative Fee to the State of Alaska.

1) Contractor shall submit a check, payable to the state of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management for the calculated amount equal to 1.5% of the net sales for the quarterly period.

2) Contractor must include the contract number on the check. Those checks submitted to the state without the contract number will be returned to contractor for additional identifying information.

3) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section (Contract # 2023-0200-5226)
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

4) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

5) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

6) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

7) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in the contract and/or this solicitation.

SEC. 3.07 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.08 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.09 CONTRACT PAYMENT

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

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

SEC. 3.10 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **August 31, 2023**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 20__); and each (January through June OR July through December 20__ six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the vendors regular place of business and/or office.

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

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. 3.12 SUBCONTRACTORS

Subcontractors will ~~not~~ be allowed. Subcontractors will be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.15 F.O.B. POINT

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

SEC. 3.16 CONTRACT PERSONNEL

Offeror will list contract team and key personnel (up to 10 maximum) on the Attachment E – Client Reference and Personnel Form. 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. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

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

SEC. 3.20 INDEMNIFICATION

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

SEC. 3.21 INSURANCE REQUIREMENTS (ATTACHMENT H – APPENDIX B1)

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

the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

SEC. 3.22 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT, CONTENT, AND INSTRUCTIONS

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INSTRUCTIONS OVERVIEW

The State is using a forms-based response approach to this RFP. The objective of a forms-based approach is to ensure the responses are in a similar order and format to better facilitate the fair and complete evaluation of responses

NOTE: Do not modify the format of any of the Attachments.

Offeror must complete the following series of response forms, in the following sequence, which in total will make up an Offeror's proposal:

Document Name	RFP Reference	Required Format
Administrative Requirements	Attachment A	Word
Prior Experience	Attachment B	Word
Company Qualification	Attachment C	Word
Data Security and Confidentiality	Attachment D	Word
Client References	Attachment E	Word
Cost Proposal Spreadsheet (Cost Plan)	Attachment F	Excel

The templates provided as attachments to this RFP must be used for both an email proposal or hard copy proposal. Proposal documents must be submitted on standard 8 ½" x 11" paper. Modifications to the format of this template (e.g. altering font size, altering font type, adding colors, adding pictures etc.) may result in the Offeror's entire proposal being found non-responsive. The proposal should be stapled, binder clipped, or paper clipped (and not bound) to facilitate easy handling, photocopying, and reading by the Proposal Evaluation Committee (PEC). Please refer to Section 1.07 for additional instructions.

The proposal must be received by the date and time specified in the "Deadline for Receipt of Proposals" Section 1.02. Late submittals will not be considered.

SEC. 4.03 INTRODUCTION OF THE OFFEROR

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered

to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 COST PROPOSAL

Offerors must complete and submit the Submittal Form provided in “Cost Proposal Spreadsheet -Attachment F.”

Cost Proposal - Prices and rates must be fully burdened including all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror’s performance.

The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.05 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA

SEC. 5.01 OVERALL SCORING

The state expects to award the contract to the Offeror whose proposal is responsive and is the most advantageous to the state, as determined by the state in its sole discretion. As allowed in 2AAC 12.500, the state reserves the right to request supplementary information to assure the state that the prospective contractor has a satisfactory record of performance, is qualified legally to contract with the state, and has supplied all necessary information in connection with the inquiry concerning responsibility.

Additionally, the state reserves the right to require the prospective contractor to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel. The table below presents the overall evaluation criteria.

Points	Percent	Section	Attachment	Evaluation Criterion
Pass/Fail	N/A	5.02	A	Administrative Requirements
100	10%	5.03	B	Prior Experience
150	15%	5.04	C	Company Qualifications
150	15%	5.05	D	Data Security & Confidentiality
100	10%	5.06	E	Client References
400	40%	5.07	F	Cost Proposal
100	10%	5.08	n/a	Alaskan Offeror Preference

SEC. 5.02 ADMINISTRATIVE REQUIREMENTS (PASS/FAIL) – ATTACHMENT A

Offer must acknowledge a set of statements, conditions, and information by having a duly authorized representative sign Attachment A – Administrative Requirements Form. This will ensure that the Offeror acknowledges:

1. The original RFP,
2. All amendments issued,
3. Proposal conditions,
4. Discloses all potential conflicts of interest (if any exist),
5. Minimum requirements are met,
6. Qualification requirements for all applicable preferences, and
7. Proposal Checklist.

An offerors failure to affirm these items with an authorized signature may cause the proposal to be deemed non-responsive and the proposal may be rejected. Administrative Requirements will be scored on a pass/fail basis and only Offerors that meet all of the Administrative requirements will have their proposal evaluated.

SEC. 5.03 PRIOR EXPERIENCE (100 POINTS – ATTACHMENT B)

Offerors shall demonstrate in their proposals how they meet or exceed the requirements of each section of the scope of work in Attachment B – PRIOR EXPERIENCE (per RFP Section 1.03) . Offerors shall show each requirement and its response in their proposal.

SEC. 5.04 COMPANY QUALIFICATIONS (150 POINTS – ATTACHMENT C)

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this solicitation, including, at a minimum:

OFFEROR PROFILE

- a. Describe your company ownership structure
- b. Number of employees
- c. Website
- d. Sales contact team information
- e. A brief history of your company and the year it was founded

CUSTOMER SERVICE

- a. What are your hours of operation?
- b. Describe the method you will use to manage multiple accounts.
- c. What are your policy and procedures for responding to customer complaints and service issues?
- d. How do you assess customer satisfaction?
- e. What are your company's quality assurance measures?

TECHNOLOGY

- a. Describe your methods for order submissions, including online system, if any, that purchasing entities would use to place orders and receive results.
- b. Describe your ability and processes to support orders submitted from purchasing entities located in different regions of Alaska.
- c. Describe your file format requirements.

SEC. 5.05 DATA SECURITY AND CONFIDENTIALITY (150 POINTS – ATTACHMENT D)

- a) What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII) ?
- b) Describe your methods for handling and reporting security events.
- c) What policies and procedures do you follow to maintain confidentiality of all transcription files?

SEC. 5.06 CLIENT REFERENCES (100 POINTS – ATTACHMENT E)

Client References: The Offeror shall provide complete and separate Attachment E – Client Reference Form, for five (5) references that are currently using or have previously used services of the type proposed in this

solicitation. The references may include state governments or universities for whom the Offeror, has successfully completed transcription services. A responsible party of the organization for which the services were provided to the client (the Offeror's customer) must provide the reference information and must sign and date the form.

It is the Offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed may adversely affect the Offeror's score in the evaluation process. Client reference forms exceeding the specified number will not be considered. The State may contact the client references for validation of the information provided in the client reference forms. If the state finds erroneous information, evaluation points may be deducted, or the proposal may be rejected.

Contract Team and Key Personnel: Offeror will submit the resume of the top two (2) key personnel who will be managing this contract. A list of the remaining contract team with their name, current job title, proposed contract role, and number of years' experience must be provided for all contract staff and key personnel who are expected to perform any aspects of the contract.

SEC. 5.07 COST PROPOSAL (400 POINTS – ATTACHMENT F)

Cost in proposals will be evaluated independent of the technical evaluation. The Cost Proposal Spreadsheet must be submitted as a separate document in Offeror's proposal.

Do not embed cost proposal in the technical proposal response.

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment F – Cost Proposal Spreadsheet.

Cost shall be based on the following:

- a) Offeror must submit cost, prices and rates as required by Attachment F - Cost Proposal Spreadsheet. Prices and rates must be fully burdened including all anticipated charges, including but not limited to: freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

SEC. 5.08 ALASKA OFFEROR PREFERENCE (100 POINTS)

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not influence the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference

questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1:

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

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

STEP 2:

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1:

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

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

STEP 2:

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

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

STEP 3:

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

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

STEP 4:

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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

SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

- A. Administrative Requirements Form
- B. Prior Experience Form
- C. Company Qualifications Form
- D. Data Security and Confidentiality Form
- E. Client Reference Form
- F. Cost Proposal Spreadsheet (Excel spreadsheet)
- G. SAMPLE - Standard Agreement Form – (Appendix A)
- H. SAMPLE - Insurance and Indemnity form – (Appendix B1)
- I. SAMPLE – Proposal Evaluation Form (PEC Form)
- J. SAMPLE - Notice of Intent to Award (NOIA)
- K. SAMPLE – Vendor Usage Report