

# STATE OF ALASKA REQUEST FOR PROPOSALS



## SOCIAL MARKETING FOR CDPHP UNITS AND PROGRAMS RFP 2024-1600-0153 / 1624-043

ISSUED: **DECEMBER 19, 2023**

THE ALASKA DIVISION OF PUBLIC HEALTH, SECTION OF CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION (CDPHP) IS SEEKING A SUCCESSFUL OFFEROR TO MANAGE ITS PUBLIC HEALTH EDUCATION EFFORTS. THE SELECTED OFFEROR WILL WORK CLOSELY WITH THE SECTION'S PUBLIC HEALTH COMMUNICATION SPECIALISTS TO PLAN, DEVELOP, CREATE, IMPLEMENT, PROVIDE, AND EVALUATE COMPREHENSIVE, STATEWIDE PUBLIC EDUCATION CAMPAIGNS. THESE CAMPAIGNS WILL USE AN EVIDENCE-BASED SOCIAL MARKETING APPROACH TO SHARE HEALTH INFORMATION AND RESOURCES WITH ALASKANS THROUGHOUT THE STATE. THIS EFFORT WILL HELP ALASKANS MAKE INFORMED DECISIONS AND IMPROVE THEIR HEALTH FOR A LIFETIME. IT WILL ALSO REDUCE HEALTH CARE COSTS BY PREVENTING AND REDUCING CHRONIC DISEASE AND INJURIES; PREVENTING AND REDUCING RELATED RISK BEHAVIORS; INCREASING PROTECTIVE BEHAVIORS; AND PROMOTING HEALTH.

**ISSUED BY:**

DEPARTMENT OF HEALTH  
DIVISION OF FINANCE MANAGEMENT SERVICES

**PRIMARY CONTACT:**

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

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

### SEC. 1.02 BUDGET

The Department of Health, Division of Public Health, CDPHP section estimates a range of \$1,000,000 to \$2,200,000 per fiscal year for five-years of performance. Total contract value for the duration of this contract shall not exceed \$11,000,000. This amount is an estimate only. Funding will vary within this contract and is subject to available funds and appropriations. Funding for public health education campaigns will come from a combination of sources, including federal funding and grants, partner funding, and state funding. The state reserves the right to add additional funding from other sources, and to modify the budget amounts, during the life of this project.

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

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:30PM prevailing Alaska Standard Time on January 31, 2024, as indicated by or email timestamp and late proposals will not be considered.

### SEC. 1.04 MANDATORY REQUIREMENTS

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

- 1) The offeror must provide in writing that they have three (3) years of experience in the last five (5) years working with clients to develop, execute, and provide strategic consultation on marketing or social marketing campaigns (as defined in Section 2.08: Definitions).
- 2) The offeror must provide in writing that they have at least three (3) years of experience in the last five (5) years with media development and production in a broad variety of formats, that includes but is not limited to television videos, animated videos, radio, print, website development and maintenance, out-of-home materials, social media (Facebook, Twitter, Instagram, SnapChat, etc.) and digital/online/interactive media. Development and production must include creation of storyboards and securing talent.
- 3) The offeror must provide in writing that they have at least three (3) years of experience in the last five (5) years of placing media messages and assessing priority audience reach of messages on a range of Alaska media markets.
- 4) The offeror must provide in writing that their organization currently does not, and will agree not to have, a conflict of interest regarding their agency marketing on the behalf of tobacco, e-cigarettes,

nicotine pouches, or sugar-sweetened beverage companies, or businesses/companies/industries that sell these products for the duration of this contract, should it be awarded.

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

## **SEC. 1.05 REQUIRED REVIEW**

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

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

All questions must be in writing and directed to the procurement officer and least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

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

## **SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to [doh.procurement.proposals@alaska.gov](mailto:doh.procurement.proposals@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. 1.08 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 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 website.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein 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
RFP Issue Date / RFP Released		December 19, 2023
Deadline to Submit Questions		January 5, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:30PM	January 31, 2024
Proposal Evaluations Complete		February 29, 2024
Notice of Intent to Award		March 11, 2024
Contract Issued		March 31, 2024
Contract Begins		July 1, 2024

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. 1.12 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. 1.13 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

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

Public health education campaigns that use an evidence-based social marketing approach can help Alaskans make healthier choices, like preventing tobacco initiation or promoting tobacco cessation, losing weight, lowering blood sugar and/or blood pressure, increasing physical activity, and preventing injuries. In turn, these changes in knowledge, attitudes, and behaviors can lead to preventing and managing chronic conditions. These campaigns are designed to reach defined audiences using highly visible and attention-getting messages, as efficiently and economically as possible. CDPHP prioritizes working with the successful offeror to incorporate an evidence-based social marketing process to all public education campaigns; developing public education materials that reach, speak to, and motivate priority audiences; applying a health equity lens to campaign development and dissemination; and informing and evaluating campaigns through formative and evaluation research.

### SEC. 2.01 CHRONIC DISEASES CAN BE PREVENTED AND MANAGED.

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

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

Detecting and managing risk factors for chronic diseases early, like uncontrolled blood pressure or blood sugar, reduces chances for disease-related complications like heart disease, stroke, blindness, and amputation.<sup>1</sup> Screening for lung, breast, colorectal, and cervical cancer has been shown to either lower people’s chances of dying from that cancer or prevent that cancer altogether.<sup>1</sup>

### SEC. 2.02 CHRONIC DISEASES CONTRIBUTE TO DIMINISHED QUALITY OF LIFE AND EARLY DEATH IN ALASKA.

In 2021, cancer was the leading cause of death in Alaska and the most common cause of cancer death was lung cancer. Other top leading causes of death in Alaska include chronic diseases like heart disease, stroke, chronic lower respiratory disease, and diabetes. Additionally, unintentional injuries were the fourth leading cause of death. In 2021, heart disease accounted for 16% of deaths, and stroke accounted for 4% in Alaska.<sup>1</sup> Having type 2 diabetes decreased life expectancy by up to 8 years.<sup>1</sup> See the [Chronic Disease Facts: 2023 Brief Report](#) for more information.

### SEC. 2.03 MANY ALASKA ADULTS HAVE AT LEAST ONE CHRONIC DISEASE.

**Three out of four** Alaska adults have at least one of the following chronic diseases, related conditions or risk behaviors that drive health care costs and increase chances for health complications, disability, and death.<sup>2</sup>

- 68% are overweight or obese<sup>1</sup>



- 31% have high blood pressure<sup>1</sup>
- 27% have high cholesterol<sup>1</sup>
- 24% have arthritis<sup>1</sup>
- 17% currently smoke cigarettes<sup>1</sup>
- 15% have asthma<sup>1</sup>
- 8% have type 1 or type 2 diabetes<sup>1</sup>
- 8% have heart disease or stroke<sup>1</sup>
- 6% have lung disease (COPD)<sup>1</sup>

#### SEC. 2.04 PREVENTING AND MANAGING CHRONIC DISEASE HAS SIGNIFICANT ECONOMIC BENEFITS

Evergreen Economics analyzed Medicaid data from FY2020 to inform long-term forecasts of enrollment and spending to Alaska's Medicaid program for 24 chronic conditions, including cancer, diabetes, lung disease, heart disease, injuries from falls, obesity, opioid misuse, stroke, and tobacco use. Key findings from the report follow:

- Total spending on Medicaid services in Alaska was \$2.12 billion in 2020.
- The underlying factor driving use of Medicaid services is being diagnosed with one or more chronic conditions.
- Nearly 80% of total spending in 2020 covered services for individuals with a chronic disease.
- For each Alaskan living with one or more chronic diseases, the average annual Medicaid cost reaches \$32,643. For each Alaskan without a chronic disease, the average annual Medicaid cost is 10 times less: \$3,146.
- Reducing tobacco use by 0.25% in FY2023 would reduce Medicaid spending by \$6,713,542 by FY2027.<sup>3</sup>

#### SEC. 2.05 SOCIAL MARKETING CAMPAIGNS CAN SAVE LIVES AND REDUCE HEALTH CARE COSTS.

While chronic diseases have significant health and economic costs in Alaska, public education campaigns can save lives and significant health care costs. The Centers for Disease Control and Prevention (CDC) states there is strong evidence of effectiveness for statewide public education campaigns, which deliver tailored health education messages and provide support for local services.<sup>4</sup> CDPHP campaigns currently focus on preventing and managing the following health conditions and behaviors: tobacco and e-cigarette use; obesity; cancer; diabetes; heart disease and stroke; and injuries.

The successful offeror will continue to build on the strengths of ongoing CDPHP public education campaigns. As needed, the offeror will also build public education campaigns for CDPHP's other programs that focus on dementia, cancer, and other emerging chronic disease issues.

While critically important to campaign development, formative and evaluation research will not be a part of this contract. Instead, the successful offeror will work collaboratively with organization(s) conducting that research and evaluation on behalf of CDPHP campaigns. As one example, the successful offeror will create storyboards that another research organization will test with a campaign's priority audience using focus groups or interviews. The successful offeror also will be responsible for providing evaluation metrics on communication channels used to share campaign messages. This will include measuring reach for television, radio, and print; impressions and clicks on social media; and more.

**SEC. 2.06 ALASKA CHALLENGES MAY REQUIRE ALASKA SOLUTIONS.**

Alaska has unique historical and geographical challenges and strengths that traditional Lower 48 communication strategies may not address. When planning for, creating, and sharing health education campaign messages, the successful offeror will consider the following: Alaska's diverse demographics; more than 200 Federally Recognized Tribes; rich community and cultural traditions; colonial history; control of land and resources; racism; structural violence; remote communities living off the road system only accessible through plane and/or boat; income inequality; housing conditions; as well as limited access to Internet bandwidth, educational opportunities, health care, safe places to play and be active, basic water and sewer/sanitation systems, available transportation (i.e. cars, four-wheelers and snowmachines, etc.), safety equipment, safe drinking water and nutritious food that is affordable and culturally appropriate.

**SEC. 2.07 HEALTH EQUITY AND CULTURAL HUMILITY ARE CDPHP CORE VALUES.**

The successful offeror will include health equity and cultural humility throughout the social marketing process. The successful offeror will incorporate these values into the work they do on behalf of CDPHP. The expectations of how these values should be reflected will be clearly defined in the subsequent sections of the RFP.

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

**References:**

1. State of Alaska, Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. Alaska Chronic Disease Facts: 2023 Brief Report. August 2023. Available at [https://health.alaska.gov/dph/Chronic/Documents/Publications/assets/2023\\_CDbriefReport.pdf](https://health.alaska.gov/dph/Chronic/Documents/Publications/assets/2023_CDbriefReport.pdf). Accessed August 29, 2023.
2. Alaska Behavioral Risk Factor Surveillance System, Alaska Department of Health, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion, 2021.
3. Prepared by Evergreen Economics. State of Alaska, Department of Health and Social Services, Division of Public Health, Long-Term Forecast of Medicaid Enrollment and Spending in Alaska: FY2022–FY2042. January 24, 2022. Available at <https://health.alaska.gov/fms/Documents/Medicaid-Forecast/AK-Long-Term-Medicaid-Forecast-FY2022-FY2042.pdf>. Accessed August 29, 2023.
4. Centers for Disease Control and Prevention. Best Practices for Comprehensive Tobacco Control Programs. 2014. Available at [https://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](https://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm). Accessed August 1, 2023.
5. Nancy R. Lee & Philip Kotler. Social Marketing: Influencing Behaviors for Good — 4<sup>th</sup> edition. ISBN 978-1-4129-8149-1. 2011.

**SEC. 2.08 DEFINITIONS**

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

**Social Marketing** - Differing from other areas of marketing with respect to the objectives of the marketer. Social marketing seeks to improve health and social behaviors not to benefit the marketer, but to primarily benefit the priority audience and the general society.<sup>5</sup>

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

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

**Cultural Humility** - Including self-awareness, openness, and respect for different cultural identities into campaign work through an ongoing process of learning and being willing to learn from and honor other's perspectives.

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

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

The Department of Health, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion (CDPHP) is soliciting proposals to work with a successful offeror to plan, develop, create, place, provide and evaluate comprehensive, statewide public education campaigns. The offeror will use an evidence-based social marketing approach to positively change knowledge, attitudes, beliefs, intentions, behaviors, social norms and outcomes. This relates to public health issues including (but not limited to) tobacco and e-cigarette use; physical activity, nutrition, and obesity; diabetes; cancer; heart disease and stroke; injuries and other issues related to health. The successful offeror will create targeted public education materials and media designed to positively change knowledge, attitudes, behaviors and outcomes among specific chosen audiences; place messages and materials; supply campaign metrics on messages placed on communication channels; and provide developed messages and products and public education technical assistance to grantees and partners as needed. The evidence-based social marketing process comes from "Social Marketing: Influencing Behaviors for Good" (Nancy R. Lee, Phillip Kotler).

There will be one lead director for this contract herein referred to as project director. However, the successful offeror may work directly with designated department staff, such as disease-specific subject matter experts and campaign-specific health communication specialists. The successful offeror will support three main public education campaigns and various smaller campaigns on specific chronic disease and injury topics. The main campaigns are tobacco prevention, Play Every Day, and the Fresh Start campaign. All campaigns will require partnerships with multiple units and agencies to ensure the messages reach the most Alaskans in priority audiences.

In coordination with CDPHP, the successful offeror will create strategic annual plans for social marketing campaigns run through the section. The offeror will create and develop public education materials and messages that will be informed by formative audience research (likely focus groups or key informant interviews) conducted by other contractors with input and support from the offeror. The offeror will place and publish these materials and messages using a mix of communication channels that could include statewide television, streaming video services, radio, print, Internet, websites and blogs, social media, out-of-home venues, earned media, events and/or specialty messaging, partnerships with health care providers, and other approved channels. The offeror will provide developed messages, materials and public education technical assistance to grantees and partners, as needed. The offeror will be responsible for providing campaign metrics on messages and materials placed on communication channels, like television, radio and social media. The offeror also will coordinate with CDPHP's other evaluation contractors to evaluate campaign effectiveness and long-term behavior and outcome change. All campaigns will require working collaboratively with DOH, other partners and contractors.

CDPHP will provide the successful offeror with the following resources:

- Past campaign documents – marketing plans, research, media placement plans, scripts, post-buy analysis, etc.
- Existing files of logos, designs, television and radio production and templates.
- Access to social media accounts and websites (when possible).
- Access to subject matter experts to inform campaign strategy.

- Access to stakeholders/local grantees.
- Access to public health data and evaluation contractors, including their research tools and results.

The successful offeror will continue to build on the strengths of ongoing CDPHP public education campaigns and will be prepared to create new campaigns as needed. CDPHP's existing campaigns are listed below:

- **Fresh Start Campaign**

The Fresh Start campaign connects Alaska adults with CDPHP's free programs to prevent and manage multiple chronic diseases. These programs help people lose weight, move more, lower blood sugar and/or blood pressure, or stop smoking and vaping. Priority audiences include Alaska adults (35+) with an emphasis on people with lower incomes or completed levels of education and those living in rural and remote regions.

- **Alaska's Tobacco Quit Line Campaign**

Alaska's Tobacco Quit Line shares free proven tobacco services to help people quit smoking, chewing tobacco and Iqmik, and vaping. This campaign promotes Alaska's Tobacco Quit Line and provides facts and resources about tobacco priority education topics, including secondhand smoke, smoke-free multi-unit housing, and statewide tobacco use and health consequences. Priority audiences include Alaska adults (18+) with an emphasis on Alaska Native people, people experiencing behavioral health conditions, and pregnant and/or breastfeeding women. This campaign also aims to reach health care providers and community and tribal partners and offers educational materials to parents/guardians about e-cigarette use among young people.

- **Not Buying It Campaign**

The Not Buying It campaign shares facts and resources with young people with the goal of preventing initiation of tobacco and nicotine products. Priority audiences include middle- and high-school students, young people experiencing behavioral health conditions, and Alaska Native young people. This campaign also aims to reach health care providers, schools, and community and tribal partners.

- **Play Every Day Campaign**

The Play Every Day campaign shares messages to help children grow up at a healthy weight. Its messages promote increased daily physical activity and reduced sugary drink consumption among Alaska families. Priority audiences include Alaska parents of school-age and preschool-age children.

- **Defend Your Brain Campaign**

The Defend Your Brain campaign works with statewide brain injury partners to share messages to prevent traumatic and acquired brain injuries and share resources with people who have experienced brain injuries. Priority populations include parents of young children and teenagers, as well as older adults (60+). The campaign also prioritizes reaching rural and remote residents, Alaska Native people, and ATV/snowmachine riders.

### SEC. 3.01      PSA BUDGETING

Throughout this contract, project directors may request filming 30-second video PSAs or radio/audio PSAs. All concepts will be presented to the project director and designated department staff in advance with corresponding budgets. All concepts will be reviewed and the selected concept and corresponding budget approved prior to

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

In the event the project director and designated department staff request a 15-second, 60-second, or 90-second PSA, video, vignette or other audio/visual product, the successful offeror must present a complete budget proposal for that product to the project director with justification for the expense. Before production, the project director and designated department staff must give final written approval.

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

## **SEC. 3.02 DELIVERABLES**

Based on the Scope of Work above, the contractor will complete the following deliverables:

### **DELIVERABLE 1: CAMPAIGN STRATEGY AND MANAGEMENT**

This deliverable includes the following tasks:

1. Manage components of statewide public education campaigns
2. Attend and coordinate regular meetings
3. Write and deliver annual work and media plans for all campaigns
4. Review of research related to the subject matter and the campaigns
5. Plan, negotiate rates, and follow through with each vendor on media buys
6. Deliver quarterly media post-buy reports
7. Support CDPHP campaign long-term evaluation efforts

The successful offeror will manage multiple components of the statewide public education campaigns created to motivate priority audiences and result in knowledge, attitude, and behavior changes. Contract management includes becoming familiar with and reviewing the campaigns; the health subject matters involved; public health materials, journal articles, prior qualitative and quantitative research related to the subject matter and the campaigns; and the impact of various types of messaging, concepts and themes, delivery systems, and campaign strategies. Campaigns will be built using the evidence-based social marketing process outlined below and formative and evaluation research.

CDPHP and the successful offeror will plan for and complete the following social marketing steps together for each campaign:

1. Identify the public health problem and priority population(s)
2. Set measurable campaign metrics and short- and long-term goals and objectives
3. Research audience and recommend strategies to reach them
4. Test messages with audience
5. Develop core messages
6. Create public education materials and messages
7. Share messages on selected communication channels
8. Share quarterly campaign metrics on communication channels
9. Support CDPHP's long-term behavior change planning and evaluation
10. Implement and update the campaign with new evidence and recommendations as needed

## MANAGEMENT, MEETINGS, AND REPORTING

1. Attend and coordinate regular meetings with appropriate CDPHP staff to discuss strategy, deliverables, projects for approval, and address any issues that arise. Work with staff to deliver the agenda at least 24 hours in advance of the meeting and recap meeting action items, person responsible, and completion deadline afterward.
2. Manage digital and social media platforms as appropriate to engage the audience and drive traffic to multiple websites.
3. Share post-buy reports on all placed messages and media on a quarterly basis.
4. If requested, by close of each contract year, the successful offeror shall deliver all communication materials produced under the scope of this contract in a format requested by project director wherever possible, including all print, photography, online and video materials.

### **Post-Buy Reports**

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

1. Time period
2. Target market demographic purchased
3. Stations purchased
4. Spot length
5. Rating books used to place and post the buy
6. Planned, placed, and earned GRPs
7. Total spend of the buy
8. Cost per point (CPP)
9. Reach and frequency
10. Other measurements as agreed upon

Post buys that focus on spots must include the following:

1. Time period
2. Target market demographic purchased
3. Station purchased
4. Spot length
5. Placed, earned, and posted spots per station in each market
6. Total spots per market placed, earned, and posted
7. Reach and frequency, as available

8. Other measurements as agreed upon

Post buys that focus on streaming and digital platforms must include the following:

1. Time period
2. Target market demographic purchased
3. Streaming service/platform purchased
4. View rate
5. Impressions
6. Total click-throughs and click-through rate (CTR)

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

1. Total web visits, total unique visits
2. Total number of pages viewed within the website
3. Average length of time per visit per page
4. Visitor websites viewed prior to coming to the website
5. Bounce rate
6. Other online measurements as agreed upon

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

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

1. New "likes," friends and followers
2. Engagement, as noted above
3. Impressions
4. Summary of posts, and total number of posts (for each social media type)
5. Other measurements as agreed upon

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

**Internal Communication**

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

1. Statewide and grantee/partner campaign plans
2. Relevant events, activities and possible earned media opportunities
3. Training opportunities
4. Grantee, partner, and stakeholder sharing
5. Information on CDC and FDA national campaigns run in Alaska
6. Media-related events
7. Important reminders



## COLLABORATION ON RESEARCH

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

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

## **Development of Annual Public Education Strategies, Written Work and Media Plans**

Within 30 days of the start of the contract, the successful offeror will meet with the project director and designated department staff to develop or update annual work and media plans. Each campaign will have its own annual work and media plan. Final work plans and media plans must be completed and submitted to CDPHP staff by the end of the 30-day period. The successful offeror may not begin work on the deliverables or place media until the project director or designated department staff has given written approval of the work and media plan.

### **Annual work plans**

Each work plan must include a brief narrative section explaining the communication strategy including campaign goals and objectives, deliverables, strategies to address health equity, what formative and evaluation research are anticipated to support the campaign, communication channels, media buy placements, and how the overall budget will be allocated toward those deliverables for the fiscal year. The project director may also request an Excel tracking document listing all expected work products under Deliverable 2 to be made during the fiscal year (for example, PSAs, posters, online messages, etc.) that addresses the following for each product:

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

### **Annual Media Buy Plans**

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

1. Media placement for each part of the campaign, as appropriate, which could include the following:
  - Print; digital; radio; and broadcast, cable and streaming video flights in urban and rural markets
  - all website and social media management and posting dates
  - other communication channels appropriate for the campaign and priority audience
2. Relevant events, activities and possible earned media opportunities

3. Planned focus groups, key informant interviews, surveys and other forms of evaluation

Note: Separate spreadsheets may be needed for multiple campaign components. All media buy plans will be approved by the project director and designated department staff prior to purchase and placement of media. All revisions to the media buy plan also must be approved in writing by the project director and designated department staff. If revisions are made during the year, the project director and designated department staff will receive and approve the actual media buy plan a minimum of two weeks prior to each flight's scheduled release of messages. A quarterly media update of communication materials will be provided for each campaign four weeks before the quarter begins to allow the project director to share upcoming media placement with appropriate department staff.

For every campaign, each media buy plan must include the following:

1. Budget
2. Selected communication channels
3. Priority audiences
4. Specific weeks the messages/materials will run
5. Estimated reach and effective reach
6. Frequency
7. Gross Rating Points when applicable
8. Spot counts when applicable
9. Impressions when applicable

The media buy plan must show how each type of proposed media or message will be used to maximize cost-effectiveness of message delivery, including paid, reduced cost and bonus placement. The successful offeror must negotiate bonus spots, below-book rates, and the greatest frequency at the lowest price with each buy plan to achieve maximum impact among the priority audience.

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

## PROFESSIONAL DEVELOPMENT

The successful offeror may attend additional conferences focused on social marketing, behavior change, and public health education with pre-approval by the project director.

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

This deliverable includes the following tasks:

1. Develop communication materials for campaigns
2. Coordinate the printing and purchasing of print and promotional materials
3. Capture photographs and video
4. Secure and pay talent
5. Support campaign and CDPHP website management and updates
6. Meet accessibility requirements for communication materials
7. Distribute media components to vendors, grantees, the CDC, and other organizations as requested by project director

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

In addition, CDPHP may work with the successful offeror to acquire or purchase ready-made evidence-based messaging to incorporate into existing campaigns to meet time constraints, staff capacity and formative audience research challenges as needed. These messages will align with campaign priority audiences, goals and objectives. They may be purchased through another health, tribal, communications or behavior change organization, as approved by the project director and designated department staff. When possible, the budget for this type of subcontracted purchase will be discussed at the beginning of a contract year when the annual work plan is approved. This will help the offeror determine at the beginning of a fiscal year what funding is available for staff time and production, placement of messages, and other expenses that could include these subcontracted purchases.

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

The successful offeror shall regularly identify and assist in developing earned media opportunities and events throughout the year. Earned media work will be completed in coordination with the project director, designated department staff and other DOH public information staff to ensure continuity of messaging. The successful offeror will secure and pay talent as needed when creating new public education materials, including radio, TV, video, digital, and social messages. The successful offeror must follow all Alaska laws, rules and regulations required to secure talent and use public or private locations for filming or still photography. All talent must be pre-approved by the project director and designated department staff prior to use; DOH reserves the right to decline proposed talent selections for any reason. If using pre-produced material from the CDC or other organizations, the successful offeror will obtain written approval to use these materials and budget for associated fees for use.

In collaboration with the project director and designated department staff, the successful offeror will support campaigns' websites updates, as needed. For websites hosted on the state's web system ([playeveryday.alaska.gov](http://playeveryday.alaska.gov), as an example), the successful offeror will need to work with DOH staff and possibly other contractors to complete the updates. These materials should be updated regularly following a schedule approved by the project director and designated department staff.

A social media policy will need to be approved by the project director and designated department staff prior to the successful offeror's posting, responding, and/or interacting with the public on social media. The successful offeror will deliver a proposed bank of social media posts for review and approval by the project director and

designated department staff at least one month before posting. The successful offeror will work with the project director to share and coordinate social media messaging between the campaign and the department's other communication channels.

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

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

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

**Important Note:** All materials created for the public education campaigns under this contract — including all source documents, b-roll materials, and files — will be owned by the State of Alaska, Department of Health. All designs, drawings, specifications, notes, artwork, b-roll materials and files and other work developed in the performance of this agreement are produced for hire and will remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the successful offeror. The successful offeror agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the successful offeror marks such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the successful offeror agrees that this paragraph supersedes any such statement and renders it void. Unless otherwise directed by the project director, the successful offeror may retain copies of all the materials.

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

This deliverable includes placement of approved media and the costs associated with that placement. The amount spent on media placement will depend on the specific campaign and may change year to year.

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

The successful offeror's annual media buy plans for each campaign must be included in the annual work plans. Please see [Annual Media Buy Plans](#) under Deliverable 1 for additional details.

When placing media on broadcast television, the successful offeror will maximize the impact of media across urban and rural markets, including the Alaska Rural Communications Service (ARCS) if available. Urban areas are defined as the Designated Market Areas (DMA) of Anchorage/Mat-Su, Fairbanks, Juneau and other areas that achieve that status during the term of the contract. Rural areas are defined as all communities outside the urban areas. The successful offeror must be alert for new rural and urban placement opportunities that arise, as well as special events that will maximize reach to priority audiences.

The successful offeror is expected to place media with non-commissionable sources. When placing non-commissionable media for this contract, the successful offeror will be paid an hourly placement rate, specified in offeror's cost proposal. This rate will only apply to non-commissionable media; it will not be paid for placing commissionable media. The successful offeror will be allowed to accept standard commission from media channels that pay commission for placement.

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

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

#### **DELIVERABLE 4 – TECHNICAL ASSISTANCE**

CDPHP (TPC being the primary program) offers technical support through the successful offeror to grantees and community partners to share statewide and local messages at the community level. The successful offeror will work with designated department staff for approval before the successful offeror begins work to support best practices on these projects. For TPC, the work will include, but is not limited to, the following:

1. Assist about 20 grantees and agencies in the planning of public education strategies to support their grant objectives. The successful offeror can expect to have between 3 and 5 grantee projects of varying degrees of complexity at any one time.
2. Localize statewide media materials for grantee use.
3. Support local earned media opportunities.
4. Consult on local placement of campaign materials and maximizing media budgets.
5. Develop new materials, such as print materials or posters.
6. Attend, host, or present at meetings and conferences involving grantees, upon request.
7. Provide up to 2 webinars for TA training to grantees annually.
8. Assist regional and statewide coalitions working on evidence-based tobacco control interventions to help them effectively provide core messages to communities.
9. Attend and contribute to TPC Strategic Team meetings to provide consultation, resources, and guidance to advance communication-related activities within the [TPC Strategic Plan](#). This includes reporting on all technical assistance activities specific to each grantee served, presenting summary

updates of other contract activities, consultation on media materials to support program activities, and addressing social marketing related questions or topics from participants.

Grantees are not required to use the successful offeror's services. They may elect to use an agency, artist, or media buyer of their own choosing.

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

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

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

### **SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from date executed for approximately five years until completion through June 30, 2029.

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 CONTRACT TYPE**

This contract is a fixed-cost priced contract.

### **SEC. 3.05 PAYMENT PROCEDURES**

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

### **SEC. 3.06 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.

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

### **SEC. 3.07 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed at the successful Offerors place of business.

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 and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

### **SEC. 3.08 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this 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 not be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 MANDATORY REQUIREMENTS**.

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by 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.

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

### **SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.11 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. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 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 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is



permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

### SEC. 3.16 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. 3.17 INSURANCE REQUIREMENTS

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

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

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

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

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

**SEC. 3.18    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 of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## 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 submittal 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.

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

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

Please limit your proposals to 25 pages, the maximum allowed in the exercises. This does not include the storyboard, cost proposal, organizational charts, or resumes. Any pages that go beyond the specified page limits will not be scored.

**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 that 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 11. 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 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).

Offerors must format the narrative portions of the “**Exercises**” listed in submittals forms. according to the following requirements:

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		N/A

<b>Submittal Form B – Experience and Qualifications</b>	<b>NO</b>	<b>6</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>NO</b>	<b>3</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>NO</b>	<b>8</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>NO</b>	<b>8</b>
Submittal Form F – Mandatory Requirements		N/A
Submittal Form G – Subcontractors		N/A
Submittal Form H – Cost Proposal		N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a low score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### 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 items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

The Submittal Form also requests the following information:

- a) The complete name and address of 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) Federal requirements.
- g) Alaska preference qualifications.

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

### SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

**Note regarding Exercises:** This RFP requests response to a series of exercises. For an offer to be considered responsive, a response must be provided to all exercises. Criteria to evaluate the Experience and Qualifications, Understanding, Methodology, and Management Plan are assigned throughout these exercises and detailed evaluations for each section is found in Section 5.0.

**Exercise 1** – Experience/Qualifications (6 pages maximum + 2 letters of reference + a password-protected website to share a portfolio of creative materials. The portfolio and letters of reference are not included in the 6 pages maximum for this exercise.

There are 3 parts to this exercise, all related to demonstrating the offerors prior, related experience.. The offeror's response for Part 1 should also demonstrate having met the minimum qualifications described in Section 1.04

- 1) Part One: Prior Experience – Social Marketing Example (100 points)
- 2) Part Two: Portfolio (100 points)
- 3) Part Three: Letters of Reference (10 points)

**PART ONE: PRIOR EXPERIENCE – SOCIAL MARKETING EXAMPLE (6 pages maximum)**

CDPHP is looking for one example of the offeror's experience working preferably on social marketing campaigns, as defined in Section 2.08: Definitions. Preferably, the work experience provided in this exercise also should be from a campaign that did some or all the following in Alaska:

- Had the goal of changing health or societal well-being, knowledge, attitudes, intentions or behaviors
- Directed the campaign to reach a specific audience
- Measured for change throughout the campaign. This could include a change that made individuals healthier, safer, or another positive outcome (for example: reducing tobacco use, increasing physical activity, buckling seatbelts, etc.)
- Addressed cultural relevancy and health equity issues
- Measured the overall achievement of the goals after the campaign's completion

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

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

Describe this one example from the past 5 years of how your agency and members of the proposed project team managed a social marketing or other marketing campaign, with a preference for Alaska campaigns. Include the following in your response:

- How your agency/team followed the social marketing or marketing process creatively and collaboratively.
- How your team met campaign goals and objectives.
- Who the priority audience(s) was and how you reached them.
- If and how formative research and/or behavior change theories were used to develop the campaign.
- If and how health equity and cultural relevancy issues were addressed
- Bonus, discounts, and other added value opportunities negotiated for media placement
- Timeline for completion of the campaign. Please include time given to client to provide feedback and approvals.
- If and how campaign effectiveness was analyzed.
- What changes in knowledge, attitudes, intentions, behaviors and/or other marketing objectives were found during and after the campaign.
- Identify any/all personnel who worked on this campaign who would also work on the CDPHP campaigns.

**PART TWO: PORTFOLIO**

Please submit a portfolio of the following:

Offerors must provide ten (10) materials to illustrate the successful offeror's unique creative strengths. Of these, three (3) should be from the example in Part One and noted in your portfolio. The samples submitted should be clearly labeled and include the following:

- 3 video PSAs (Each PSA example must not exceed a total production budget of \$15,000. This per-PSA budget excludes hard costs. See SEC 3.02 PSA Budgeting for an explanation of the budgeting costs set for this contract's production of video and radio PSAs.)
  - Of these, at least two (2) must be filmed, produced, and edited by your proposed video production team and/or subcontractors.
  - Note which agency staff and/or subcontractors were involved in filming each video
- 1 animated video. This must be animated and edited by your proposed production team and/or subcontractors.
  - Note which agency staff and/or subcontractors were involved in creating each video
- 1 radio PSA
- 2 print materials (poster, rack card, printed message in or on a bus, for example)
- 1 campaign website (Please provide a working web link.)
- 1 social media account to include 10 posts all published by the successful offeror during a two-month period (Facebook or Instagram page, for example)
- 1 online message that appears on websites, including either static messages or messages with rotating frames

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

### **PART THREE: LETTERS OF REFERENCE (10 POINTS)**

The offeror must include two (2) letters of reference from campaign work that is provided in the portfolio. Letters should address, from the client's perspective, how well the offeror handled the campaign regarding creativity, cost effectiveness, timeliness, evaluation, and the success of the campaign. Submitted letters of reference may not be from CDPHP.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. The submittal form cannot exceed the page limit (as described in Section 4.02).

## **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

### **Exercise 2 - Understanding of the Project (3 pages maximum)**

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

Explain how the successful offeror's work on CDPHP campaigns:

- a. Provides full campaign support from strategy to evaluation
- b. Supports long-term behavior change in Alaska

- c. Incorporates health equity, cultural humility, social determinants of health and unique Alaskan challenges and strengths into the social marketing steps
- d. Uses an approach that continues to build on the strengths of the newest CDPHP Fresh Start campaign with the goal of increasing enrollments in free programs for better health among Alaskans with lower household incomes and those living in hard-to-reach rural communities
- e. Incorporates strategies to communicate with Alaska Native audiences, one of CDPHP's priority populations
- f. Identifies possible issues or challenges related to the contract and/or individual campaigns and potential solutions.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. The submittal form cannot exceed the page limit (as described in Section 4.02).

## SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

### **Exercise 3** – Case Study – Work Plan (8 pages maximum)

For this exercise, submit a sample work plan for CDPHP's new [Dementia Education and Prevention Program](#) that describes how the successful offeror will carry out the scope of work and deliverables using the below information.

#### **For this exercise, assume the following:**

CDPHP is planning to expand the Fresh Start social marketing campaign to increase knowledge that Alaskans can make healthy changes that reduce chances of developing Alzheimer's disease and related dementias. The priority audience is adults 35 and older experiencing low socioeconomic status statewide. CDPHP will work with a contractor to develop a set of communication messages that could take a variety of different formats (e.g., video and radio public service announcements (PSAs), print, digital and social media). They want a contractor to support strategic planning, material development, implementation, and evaluation to meet this need.

**Submit a sample annual work plan that describes how the successful offeror will carry out the scope of work and deliverables for the above exercise. The submitted work plan should include only Year 1 (July 1, 2024, through June 30, 2025). Assume the total budget for Year 1 for this campaign is \$250,000. This budget may include, but is not limited to, strategy, project management, staffing and labor costs, subcontractor costs, printing and production, media placement, and any other costs. Describe in the work plan how research may be part of the proposed work plan (even though the successful offeror is not responsible for completing that research or paying for it).**

Include the following information in the work plan categorized under each of the deliverables below as relevant:

- i. Deliverable 1: Campaign Strategy and Management
  - ii. Deliverable 2: Development and Production of Campaign Materials
  - iii. Deliverable 3: Media Placement
1. Define the work to be completed.
  2. List 5-10 recommended activities to accomplish the project goals and objectives. List major sub-activities as needed.
    - a. Describe the person, organization or partner responsible for completion of recommended activities (if applicable) and the expected completion date(s).

3. Share the steps your organization will take to produce proposed materials that could include photos, PSAs, videos, or related materials. Specify which materials you will make for this campaign and why.
  - a. Whether or not your proposal for this exercise includes video production, specify how your agency films videos and whether that's done in-house or by subcontractors.
  - b. Whether or not your proposal for this exercise includes shooting still photography, specify how your agency shoots photography and whether that's done in-house or by subcontractors.
4. Describe how your organization finds the most appropriate talent to be featured in still photographs and videos.
5. Discuss your plan to create and place materials that will reach the priority audience.
6. Explain how the annual budget will be allotted percentagewise into each deliverable:
  - i. Deliverable 1: Campaign Strategy and Management
  - ii. Deliverable 2: Development and Production of Campaign Materials
  - iii. Deliverable 3: Media Placement
    - Provide the recommended percentages of the media placement budget dedicated to the following categories, only as referenced in your plan: broadcast television, cable television, streaming video, broadcast radio, public radio, streaming radio, online, print, social media, out of home, and other proposed communication channels. Write "0 percent" if you don't plan to spend placement budget in that category. Specify what specific communication channels, publications or outlets you would recommend to reach the priority audience.
    - Provide justification that your agency can receive bonus, discount, or added-value placements through media buys. Provide historical examples to justify your agency's belief that that type of reduced-cost, added-value and bonus placement is possible through your agency.
7. List what will be measured to ensure the expected results of the activities have been achieved.

**Exercise 4** – Case Study –Storyboard (the storyboard is not counted in the page limit)

Related to the above exercise, illustrate or draw a storyboard (by hand or digitally) with at least 5-6 frames along with recommended scripted messaging lines for a :30 second video PSA that could be used for this campaign. Include this in your proposal even if you do not recommend video in the above work plan. Do not use stock images or images taken by a camera in this storyboard.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. The submittal form cannot exceed the page limit (as described in Section 4.02).

## **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

**Exercise 5** – Management (**8 pages maximum** for responses – split between two parts explained below. Resumes and organizational charts are not counted in the page limit.

For the purposes of this exercise, the following applies:



- The Year 1 term of this project is FY25 (7/1/24-6/30/25)
  - While the overall contract budget will not exceed \$2.2 million any given fiscal year, the projected budgeted amounts for the main campaigns follow:
    - Alaska's Tobacco Quit Line and Not Buying It campaigns have a projected budget of about \$700,000-\$900,000, primarily from designated tobacco education funding
      - In recent years, hourly work by the contractor was about 0.5 FTE for campaign management that could come from multiple roles mentioned in the cost proposal
      - In recent years, hourly work by the contractor was about 0.75 FTE for multiple supportive roles for campaign management, such as Account Executive or Account Coordinators mentioned in the cost proposal
    - The Play Every Day campaign has a projected budget of \$250,000-\$500,000, primarily from federal grant and partner funding
    - The Fresh Start campaign has a projected budget of \$250,000-\$500,000, primarily from federal grant funding
      - For Play Every Day and Fresh Start campaigns combined, hourly work by the contractor has been 0.25 FTE for campaign management that could come from multiple roles mentioned in the cost proposal
      - For these two campaigns, hourly work by the contractor has been about 0.5 FTE for supportive roles for campaign management mentioned in the cost proposal.
  - All three campaigns have required work from other supporting roles that include, but are not limited to, the following: creative and art roles, video production roles, photography roles, digital media strategy roles, website development (primarily the tobacco campaign).
  - Other smaller campaigns may be part of this contract year to year. There is not a need to address smaller campaigns in this exercise.
1. Describe your plan for managing multiple, sustained year-long campaigns. Ensure your response includes the following: **6 pages maximum for response.** (110 points)
    - Describe your organization's techniques for project management and ability to move multiple large campaigns forward concurrently, while providing the client the time and opportunity to provide thoughtful involvement, feedback and approvals.
    - Describe your organization's creative process.
    - Describe your agency's plans for working with CDPHP's staff and how you will keep them informed and included on campaign developments and creative decisions.
    - Describe your agency's best practices for involving partners like other state departments, contractors, and subject matter experts in campaigns.
    - Describe how your organization includes behavior change theories, social marketing and public health research in campaign strategy.
    - Discuss how your organization will track expenses and stay within budgets.
    - Identify possible challenges you might anticipate for campaign management and propose solutions your agency would use to resolve problems.
  2. Share relevant staff and subcontractors who will work on each campaign. Ensure your response includes the following for Alaska's Tobacco Quit Line and Not Buying It, Play Every Day, and the Fresh Start

campaign. You do not need to address other possible smaller campaigns for this exercise. **2 pages maximum for this response. (80 points)**

- Provide justification that your organization has adequate staffing to meet staffing needs for the above campaigns. Define specifically the role and FTE each person or subcontractor will have for each campaign. Specifically address team members who will work on multiple campaigns, and how they will manage their time to accomplish this.
- Quantify the years each staff member has been with your organization, the years of experience with campaigns for Alaska audiences, and years of social marketing experience. Do the same for subcontractors, noting the years they have worked with your organization and with campaigns for Alaska audiences.
- If the successful offeror is using subcontractors in the production of photos, PSAs, videos, or other campaign work, the successful offeror should name the subcontractors (as described in Section 3.098: Subcontractors), explain why they were chosen for this RFP, and describe their strengths as appropriate to CDPHP's campaigns.

Include organizational charts that indicate staff and subcontractors for each campaign. Indicate the lines of oversight and primary point of contact who will communicate with the project director and designated department staff. *Organizational charts are not counted in the page limit.*

Include complete one-page resumes for key staff and subcontractors who will play a substantive role in this work. One-page resumes must be submitted in a form that would be appropriate for a job application. Do not exceed the one-page limit for each resume. *Resumes are not counted in the page limit.*

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. The submittal form cannot exceed the page limit (as described in Section 4.02).

## **SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)**

Offerors must complete and submit this Submittal Form.

## **SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

## **SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)**

Offerors 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, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) 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.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to 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, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria		Weight
Responsiveness		Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)		

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	210
Understanding of the Project	(Submittal Form C)	50
Methodology Used for the Project	(Submittal Form D)	250
Management Plan for the Project	(Submittal Form E)	190
Total		700

Cost Criteria		Weight
Cost Proposal	(Submittal Form H)	200
Total		200

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

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

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 5.02.

**SEC. 5.03 EXERCISE 1 – EXPERIENCE AND QUALIFICATIONS (210 POINTS – 21%)**

Proposals will be evaluated against the questions set out below. CDPHP is looking for an example of the offeror's experience working specifically on a social marketing and/or marketing campaign, ten (10) materials to illustrate the successful offeror's unique creative strengths, and (2) letters of reference from campaign work included in the portfolio of materials.

**a) Questions regarding Part One: Prior Experience: (100 points)**

- 1) How well did the offeror demonstrate that their campaign reached the intended audience and changed knowledge, attitudes, intentions, or behaviors? (30 pnts)
- 2) How relevant is the campaign to the scope of work and deliverables laid out in this RFP? How well does this example demonstrate experience on similar projects? (20 pnts)
- 3) How well did the offeror demonstrate a thorough understanding of the social marketing and/or marketing process? (10 pnts)
- 4) To what extent did the offeror incorporate research and behavior change theories into their campaign? (10 pnts)
- 5) How well did the offeror address whether project personnel from this example would be proposed as a strong match for CDPHP campaigns? (10 pnts)
- 6) How strong was the offeror's description of campaign effectiveness and meeting set goals and objectives? (10 pnts)
- 7) To what extent did the offeror consider health equity and cultural relevancy in their campaign? (5 pnts)
- 8) To what extent did the offeror demonstrate an ability to receive bonus, discount, or other added value opportunities for campaign placement? (5 pnts)

**b) Questions regarding Part Two: Portfolio: (100 points)****a. Video and radio PSAs: (60 points)**

- 1) To what extent does the offeror use memorable, high-quality and powerful visuals and audio? (45 pnts)
- 2) How likely are these materials to motivate a knowledge, attitude or behavior change in the priority audiences? (15 pnts)

**b. Print materials, social media account and online message: (30 points)**

- 3) To what extent does the offeror use memorable, high-quality and powerful visuals? (20 pnts)
- 4) How likely are these materials to motivate a knowledge, attitude or behavior change in the priority audiences? (10 pnts)

**c. Campaign website (10 points)**

- 1) To what extent did the materials provide relevant and useful information for the priority audience? (5 pnts)
- 2) How clearly can information and resources be found? (5 pnts)

**c) Questions regarding the 2 Letters of Reference: (10 points)**

- 1) How relevant and strong is the first letter of reference from a previous client in addressing the offeror's creativity, cost effectiveness, timeliness, evaluation, and the success of the campaign? (5 pnts)
- 2) How relevant and strong is the second letter of reference from a previous client in addressing the offeror's creativity, cost effectiveness, timeliness, evaluation, and the success of the campaign? (5 pnts)

**SEC. 5.04 EXERCISE 2 - UNDERSTANDING OF THE PROJECT (50 POINTS – 5%)**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of their role providing full campaign support from strategy to evaluation and supporting long-term behavior change in Alaska? (20 pnts)
- 2) How strongly did the offeror consider health equity, cultural humility, social determinants of health and unique Alaskan challenges and strengths? (10 pnts)
- 3) How well has the offeror demonstrated an understanding of the Fresh Start campaign and how the offeror will build on the campaign's goals? (10 pnts)
- 4) How well did the offeror demonstrate an understanding of strategies to reach Alaska Native communities? (5 pnts)
- 5) How well has the offeror identified possible issues or challenges related to the contract and campaigns, as well as potential solutions? (5 pnts)

**SEC. 5.05 METHODOLOGY USED FOR THE PROJECT (250 POINTS – 25%)**

**EXERCISE 3** – The offeror provided a sample annual work plan to address a case study focused on increasing knowledge that certain healthy behaviors reduce chances for Alzheimer's disease and related dementias among adults 35 and older experiencing low socioeconomic status statewide (170 pnts).

- 1) How robust is the sample work plan and how well does it depict activities that align with the deliverables of the RFP and meet the needs of the campaign goals and objectives? (35 pnts)
- 2) How strong is the proposed strategy for video production, when needed by a campaign? How strong is the proposal to find and feature the appropriate talent in these videos? If a subcontractor would be used for filming videos, did they name the subcontractor and justify why that agency/organization would be used for video production? (35 pnts)
- 3) How thorough are the proposed steps to develop and produce materials, including photography when needed? If a subcontractor would be used for photography, did the offeror name the subcontractor and justify why that agency/organization would be used for still photography? (25 pnts)
- 4) How strong is the recommended media placement strategy to ensure the greatest reach and frequency among the priority audience? (15 pnts)

- 5) How well did the offeror provide justification that their agency can receive bonus, discount, or added-value placements through media buys? **(10 pnts)**
- 6) How strong were the formative research strategies included in the offeror's plan? **(10 pnts)**
- 7) How well do the proposed materials align with the campaign audience and goals? **(10 pnts)**
- 8) Did the offeror provide a strong explanation for how the annual budget would be allotted percentagewise for strategy and management; development and production of campaign materials; media placement and any other costs? **(10 pnts)**
- 9) How well did the offeror demonstrate an understanding of healthy changes that reduce chances for dementia among the priority audience Alaska adults 35 and older? **(10 pnts)**
- 10) How strong is the proposed evaluation plan to show results have been achieved? **(10 pnts)**

**EXERCISE 4:** The Section is seeking an offeror who can design strong storyboards for message-testing focus groups for various CDPHP campaigns. Note: The research contractor will test those storyboards during focus groups **(80 points)**.

1. To what extent did the offeror use memorable, high-quality and powerful visuals in the storyboard? **(40 pnts)**
2. How strong were the recommended messaging lines in terms of improving knowledge among the priority audience? **(15 pnts)**
3. How likely will these visuals resonate with the priority audience? **(15 pnts)**
4. How well do the visuals match proposed messaging lines? **(10 pnts)**

## **SEC. 5.06 EXERCISE 5 - MANAGEMENT PLAN FOR THE PROJECT (190 POINTS – 19%)**

This portion of the offeror's proposal will be evaluated against the following questions **(110 points)**:

1. How well does the management plan support the project requirements and logically lead to the deliverables required in the RFP? **(30 pnts)**
2. How well does the offeror's creative process support multiple, sustained, year-long campaigns? **(20 pnts)**
3. How strong is the offeror's explanation of having sufficient staff capacity to meet deadlines on multiple deliverables at the same time? **(20 pnts)**
4. How strong are the offeror's strategies to track expenses and guarantee budgets? **(15 pnts)**
5. How well does the offeror describe how CDPHP staff and partners will be included in creative decisions and campaign development? **(10 pnts)**
6. How clearly did the offeror demonstrate an understanding of how public health research, behavior change theories, and social marketing can be included in campaign strategy? **(10 pnts)**
7. How well has the offeror identified possible challenges related to campaign management and propose solutions to resolve problems? **(5 pnts)**

For each of the three big campaigns, the offeror should include an organization chart of all project staff, including subcontractors, to show lines of authority, communication, and organizational structure. The offeror should include one-page resumes of all key project staff, including subcontractors. **(80 points)**

1. How strong is the offeror's justification for providing staffing, proposed subcontractors, and proposed FTEs that match the needs of CDPHP's multiple, sustained, year-long campaigns?

Proposed FTE can be filled by staff, subcontractors, or a combination. (30 pnts)

2. How relevant to this campaign work is the experience of the individuals (including any proposed subcontractors) assigned to the work? How strong is their previous experience on similar projects? (20 pnts)
3. How strong is the offeror's staff and subcontractors' experience in social marketing, behavior change, and working with Alaska audiences? (10 pnts)
4. Does the offeror include strong, complete resumes for key staff that will play a substantive role in this work? How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the campaigns require? (10 pnts)
5. How well does the offeror provide organizational charts that indicate staff and subcontractors for each campaign? How well does the offeror indicate the lines of oversight and primary point of contact who will communicate with CDPHP's project director and designated department staff? (10 pnts)

## SEC. 5.07 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. 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 per 2 AAC 12.260(c). 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.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

**Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

## SEC. 5.08 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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. 5.09 ALASKA BIDDER PREFERENCE

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

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

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

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



## SEC. 5.10 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. 5.11 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 Offeror preference = 100 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 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 Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the top scoring offeror.

**SEC. 5.12 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 list the names of all offerors and identify the offeror selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 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.

### 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** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. 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.

#### **SEC. 6.04 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 HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

#### **SEC. 6.05 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. 6.06 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.07 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. 6.08 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: <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. 6.09 RIGHT OF REJECTION**

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

## SEC. 6.10 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. 6.11 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 contracting officer does so, and if the contracting 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 contracting 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. 6.12 ASSIGNMENT

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

## SEC. 6.13 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 in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 6.14 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. 6.15 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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 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. 6.16 SOLICITATION ADVERTISING**

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

**SEC. 6.17 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. 6.18 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. 6.19 DISCUSSIONS WITH OFFERORS**

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

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

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

## SEC. 6.20 CONTRACT NEGOTIATION

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

If the 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. 6.21 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.

## SEC. 6.22 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."



## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

- 1) Submittal Forms A – G
  - a) Submittal Form A – Offeror Information
  - b) Submittal Form B – Experience and Qualifications
  - c) Submittal Form C – Understanding of the Project
  - d) Submittal Form D – Methodology Used for the Project
  - e) Submittal Form E – Management Plan for the Project
  - f) Submittal Form F – Mandatory Requirements
  - g) Submittal Form G – Subcontractors
- 2) Submittal Form H – Cost Proposal
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA