

# STATE OF ALASKA REQUEST FOR PROPOSALS



## QUALITATIVE AND QUANTITATIVE RESEARCH

RFP 2024-1600-0160/1624-044

ISSUED MAY 7, 2024

REVISED FOR RFP AMENDMENT 1: MAY 29, 2024

REVISED FOR AMENDMENT 2: JUNE 5, 2024

The Department of Health, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion is soliciting proposals for qualitative and quantitative research, specifically for the following programs: Tobacco Prevention and Control; Physical Activity and Nutrition; and Substance Misuse and Addiction Prevention. Research will be conducted on an as-needed basis and will utilize focus groups, key informant interviews, telephone surveys, online surveys, and other qualitative or quantitative research methods. The successful offeror will work collaboratively with the section's other contractors and partners to better understand audiences and create materials for public education campaigns within the above-mentioned programs.

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ISSUED BY:

DEPARTMENT OF HEALTH  
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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Health, Division of Public Health, is soliciting proposals for qualitative and quantitative research for the development of public education campaigns.

## SEC. 1.02 BUDGET

Services within this contract will be utilized on an as-needed basis. No guarantees are or will be made as to the amount of work to be requested each year of the contract. The Department of Health, Division of Public Health, estimates a budget of between \$2,000,000.00 and \$2,800,000.00 for completion of this project. Proposals priced at more than \$2,800,000.00 will be considered non-responsive.

Funding will vary within this contract and is subject to available funds and appropriations. Funding 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.

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 **2:30 p.m.** prevailing Alaska Time on **June 17, 2024**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

## 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 (10) 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 offerors' 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 (10) days before the deadline for receipt of proposals.

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 directly to the questioner. 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. (See Sec. 4.02 – Special Formatting Requirements.) The email must contain only the RFP number and offeror's name in the subject line.

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

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, the State recommends sending it enough ahead of time to ensure the email is delivered and acknowledged 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 (10) 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 RFP amendment is issued all offerors who have registered with the procurement officer will be notified.

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**

The 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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		May 7, 2024
Deadline to Submit Questions	12:00 p.m.	June 7, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:30 p.m.	June 17, 2024
Proposal Evaluations Complete		June 24, 2024
Notice of Intent to Award		July 1, 2024
Contract Issued		July 12, 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 (1) 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

### SEC. 2.01 BACKGROUND INFORMATION

The Section of Chronic Disease Prevention and Health Promotion (CDPHP) is one (1) of nine (9) sections in the Division of Public Health (DPH), which resides within the Alaska Department of Health (DOH). Within the section, programs are responsible for chronic disease prevention and health promotion related to heart disease, stroke, dementia, cancer, diabetes, obesity, tobacco, injuries, and substance misuse. The section also has a unit focused on data, surveillance, and evaluation, and another focused on communications/public education. More information about the section is online at: <http://dhss.alaska.gov/dph/Chronic/Pages/default.aspx>.

The programs that have relied upon qualitative and quantitative research in the past and are likely to continue doing so are Tobacco Prevention and Control; Physical Activity and Nutrition; and Substance Misuse and Addiction Prevention. Below are descriptions of these programs.

#### A. TOBACCO PREVENTION AND CONTROL PROGRAM

Tobacco remains a significant public health problem in Alaska, killing approximately seven hundred (700) Alaskans annually. Alaska has made considerable progress in reducing the burden of tobacco use by implementing a sustained, comprehensive tobacco prevention and control program that includes the Tobacco Quit Line, counter-marketing public education campaigns, and grants to support prevention efforts in communities. Since the inception of the program, smoking has declined significantly among both adolescent and adult Alaskans. Despite the progress made, tobacco use remains a critical health issue in Alaska.<sup>1</sup>

#### B. PHYSICAL ACTIVITY AND NUTRITION PROGRAM

Overweight and obesity affect individuals of all ages, from all areas of the state, of all racial and ethnic backgrounds, and with all levels of education and income. Both conditions increase the risk of a number of health problems, including chronic diseases, which can lead to reduced quality of life and premature death.<sup>2</sup> Childhood obesity rates tripled over the past four decades and today's youth are faced with chronic conditions previously not seen in children, such as type 2 diabetes. Due to obesity, this generation of children is predicted to have a shorter lifespan than their parents.

The Physical Activity and Nutrition Program is improving the health of Alaskans by building a comprehensive, sustained program. Currently, the program components include improving nutrition and physical activity in schools and childcare centers; improving breastfeeding outcomes; improving food service guidelines in workplaces; and ensuring convenient, safe routes for walking and biking to schools, parks, and stores. The program also monitors trends in obesity-related behaviors and associated chronic disease; supports a school-based physical activity challenge; runs the Play Every Day campaign to educate Alaska families about positive health behaviors; and evaluates all program components to ensure effectiveness.

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<sup>1</sup> Alaska Tobacco Facts, 2022 Update. Alaska Department of Health. Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. Alaska Tobacco Facts, 2022 Update. Anchorage, AK: Alaska Department of Health; 2022.

[https://dhss.alaska.gov/health/dph/Chronic/Documents/Tobacco/PDF/2022\\_AKTobaccoFacts.pdf](https://dhss.alaska.gov/health/dph/Chronic/Documents/Tobacco/PDF/2022_AKTobaccoFacts.pdf)

<sup>2</sup> U.S. Department of Health and Human Services. The Surgeon General's call to action to prevent and decrease overweight and obesity. [Rockville, MD]: U.S. Department of Health and Human Services, Public Health Service, Office of the Surgeon General; [2001]. Available from: U.S. GPO, Washington. Accessed at <https://www.ncbi.nlm.nih.gov/books/NBK44206/>, September 26, 2023.

### C. OFFICE OF SUBSTANCE MISUSE AND ADDICTION PREVENTION

The Office of Substance Misuse and Addiction Prevention (OSMAP) coordinates various statewide prevention efforts to reduce substance use disorder and reduce harms associated with substance use. Substances and outcomes addressed in the office include opioids, marijuana, and fetal alcohol syndrome prevention. OSMAP also coordinates with community organizations throughout Alaska to align prevention strategies and equip communities with materials and tools to address issues locally. More information about OSMAP can be found at <https://health.alaska.gov/osmap/Pages/default.aspx>

Programs within the Health Systems Collaboration Unit (Heart Disease and Stroke Prevention and Control; Diabetes Prevention and Control; Comprehensive Cancer Control; and Dementia Awareness) are likely to have needs for services under this contract over the next several years.

In recent years SCDPHP has required approximately ten (10) to twenty (20) focus groups, ten (10) to twenty (20) key informant interviews, and two (2) to three (3) online surveys per year.

Staff from the Alaska DOH Section of CDPHP will be working with the successful offeror on projects supported by this contract. The project director is the Public Health Scientist for the section. For specific deliverables, the project director may designate specific State staff as the lead (project manager) on certain contract deliverables.

#### SECTION VALUES STATEMENT

##### Alaska challenges may require Alaskan Solutions

Alaska has unique historical and geographical challenges and strengths that traditional Lower 48 research strategies may not address. When planning for, engaging in, and evaluating research projects, the successful offeror will consider the following: Alaska's diverse demographics; 228 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; and limited access to: internet bandwidth; educational opportunities; health care; safe places to play and be active; basic water, sewer, and sanitation systems; available transportation (e.g., cars, four-wheelers, and snowmachines, etc.); safety equipment; safe drinking water; and nutritious food that is affordable and culturally appropriate.

##### Health Equity and Cultural Humility

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

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

To this end, we expect the contractor to incorporate these values into the work they do on behalf of our section. The expectations of how these values should be reflected will be clearly defined in the deliverables section of this RFP.

## Definitions

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.

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

Social Determinants of Health - “[L]ife-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).

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

Qualitative research is often needed to help programs within CDPHP understand knowledge, attitudes, beliefs, intentions, and behaviors of certain audiences and to create communication and education materials for public education campaigns. Quantitative research is often needed to document knowledge, attitudes, beliefs, intentions, and behaviors of certain audiences and to evaluate public health communication and education efforts. The goal of the section's current public education campaigns is to change attitudes, knowledge, beliefs, intentions, social norms, and health-related behaviors regarding tobacco use, physical activity, sugary drink consumption, chronic disease prevention and management, injury prevention, substance use, and other areas of health concern. The main types of research tools that will fall under this contract include focus groups, key informant interviews, telephone surveys, online surveys, and other qualitative or quantitative research methods.

The contractor will have one assigned project director who will oversee ultimate provision of deliverables under this contract as well as invoices; however, project managers will manage the individual sub projects.

The contractor must work collaboratively with the section's other contractors and partners. Some examples of these additional contractors and partners include:

- contractors responsible for overseeing the development, production, and placement of health communication materials and multi-media social marketing campaigns. These contractors are responsible for creative design and messages to be used during focus group and other qualitative research;
- DOH Public Information Team members responsible for overseeing communication materials created for department programs; and
- evaluation contractors responsible for the surveillance and evaluation of the section's programs. These contractors are responsible for reviewing and assisting in the design of the media evaluation strategy; assisting in the design of survey instruments; fact checking creative content; and conducting additional analysis of data.

All documents, data, reports, video and audio, and presentations submitted to the project manager during the term of this contract will become the property of DOH and will be shared with other DOH contractors and partners.

All information, videos, files, and data collected during the term of this contract must meet confidentiality requirements. The information must be Health Insurance Portability and Accountability Act (HIPAA) compliant and meet DOH data-transfer protocols. All final reports must use generic identifiers for participants and must not include names and other personally identifying information.

The contractor will:

- keep confidential all information related to the identity of respondents. Other than the information provided to specific contact people at DOH, the contractor shall not release, publish, reproduce, or otherwise divulge such information in whole or in part, or authorize or permit others to do so without explicit permission from DOH;
- have, and fully implement, a confidentiality protocol whereby all of the contractor's employees who conduct research or have access to the data have signed statements agreeing to abide by confidentiality rules; and

- ensure the project director and project manager are notified immediately in writing in the event there is any reason to suspect a breach of confidentiality may have occurred.

## SEC. 3.02 DELIVERABLES

The contractor will be required to provide the deliverables outlined in summary form below.

**[A more detailed description of the deliverables is included in Attachment Three \(3\).](#)**

### **Deliverable 1: Initial Contract Meeting**

Contractor will participate in annual meetings to plan for known projects during each year, as well as project-specific planning meetings as projects arise.

### **Deliverable 2: Management and Oversight**

1. With the consultation of the project director and designated project managers, contractor must provide management and oversight needed for the section's programs. This will require regular meetings and discussions with the project director, designated project managers, section partners, and other contractors.
2. Within thirty (30) days of the initial project meeting, the contractor must provide the designated project manager a detailed project work plan and budget.
3. For the duration of the contract, the contractor must be available to meet regularly, via videoconference or in person with the designated project manager and various contractors and partners to execute qualitative and quantitative research. Contractor must develop and supply progress reports and supporting documents as negotiated with the designated project manager.
4. Contractor must monitor the project budget as well as prepare and submit invoices to the project manager monthly. These invoices must reference the contract number, the name of the sub project involved, explanation of the project, quantity of services provided (e.g., number of focus groups), price, description of all items, and a running balance of unspent funds devoted to the specific project.
5. Contractor must familiarize themselves with the topic under study and any relevant media produced by the section.
6. Contractor must conduct both quantitative and qualitative research in a manner consistent with the section's value of health equity and articulate how it does so.

### **Deliverable 3: Disclose Planned Methods**

1. For both qualitative and quantitative data collected, the contractor must disclose (to the project manager) their planned methods for interviewer/coder training, supervision and monitoring, and any screening procedures in written format *prior to data collection being initiated*.
2. For quantitative data collected, the contractor must disclose (to the project manager) their planned methods for sampling in written format *prior to data collection being initiated*.
3. For qualitative data collected, the contractor will disclose (to the project manager) their methods for recruitment and contact and provision of incentives, as well as their choice of location and mode (e.g., focus group versus key informant interviews) *prior to data collection*.
4. For quantitative data collected, the contractor will disclose (to the project manager) the following *concurrently with the final dataset*: dates of data collection, sample sizes, sampling error (for probability samples) or measures of precision (for non-probability samples), weighting methods (if used), data processing methods, and any limitations due to sampling or design.

5. For qualitative data collected, the contractor will disclose (to the project manager) the following items *concurrently with the final dataset*: **dates of data collection, sample sizes, analysis methods, and any limitations** due to sampling or design.

#### **Deliverable 4: Execute Qualitative Research**

The qualitative research may be focus groups, key informant interviews, or other established qualitative methods (that could include web-based data collection) that explore a target audience's knowledge, attitudes, benefits, barriers, beliefs, intentions, or behaviors related to public health, such as smoking cessation or choosing to be more physically active. These methods may also test key messages and communication tools (e.g., videos, website content, and print materials). All research methods must be able to reach individuals in both rural and urban settings. The section's other contractors and partners will be responsible for developing the creative concepts that the research contractor will test in focus groups.

1. In Year One (SFY25) of the contract, the contractor must expect to conduct an estimated ten (10) to twenty (20) focus groups and between ten (10) to twenty (20) key informant interviews, split between urban and rural Alaska.
2. For each project that falls under this contract, the contractor will work at the direction of the project director and/or project manager, and with other DOH contractors and partners to **create needed research tools** (e.g., focus group guides), **recruit** participants and **provide incentives, collect data, analyze and summarize data, destroy data, and present findings** to desired audiences.

#### **Deliverable 5: Execute Quantitative Research**

Quantitative research will include surveys conducted via telephone, the internet, or other agreed upon, evidence-based methods that may: measure media recall; identify and monitor changes in knowledge, attitudes, beliefs, intentions, and social norms related to public health topics; or assess health-related behaviors regarding tobacco use, obesity, diabetes, injury, substance misuse, other chronic diseases, and associated health outcomes. These surveys may also test key messages and communication tools (e.g., videos, website content, and print materials). Unless otherwise specified, surveys must reach individuals in both rural and urban settings. All questionnaires, survey tools, or other related research tools used during this contract must be developed in coordination with the evaluation team (including external evaluation contractors) and project manager and be approved before they are implemented.

1. In Year One (SFY25) of the contract, the contractor will conduct an estimated two (2) to three (3) telephone or online surveys. The sample sizes will likely range between 2,000 and 3,500 for each, and content for these surveys may vary and may focus on tobacco, obesity, chronic disease prevention, and/or management programs, or other content area that is the focus of the work of SCDPHP.
2. Requirements for each project that falls under the quantitative research section of this contract: provide appropriate sampling; prepare the survey instrument; collect data; and analyze data, develop, share, and discuss (with identified audiences) written reports, including disposition report.

For both qualitative and quantitative research, all documents, data, reports, video and audio, and presentations submitted to the project manager during the term of this contract will become the property of DOH and will be shared with other DOH contractors and partners.

**This is a summary only of the full set of deliverables. See Attachment Three (3) for full deliverables detail.**

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

The length of the contract will be from the date of award, approximately July 1, 2024 until June 30, 2025, with seven (7) additional one- (1) year renewal options to be exercised at the sole discretion of the State.

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 thirty (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 firm fixed price contract.

## **SEC. 3.05 PAYMENT PROCEDURES**

The State will make payments based on a monthly payment schedule. Each billing must consist of an invoice and progress report including sufficient details of activities performed. The contractor will be required to submit a monthly report of activities and completed deliverables. No payment will be made until the progress report and invoice has been approved by the project director.

## **SEC. 3.06 CONTRACT PAYMENT**

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

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

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

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

Travel will be required for some research projects (such as focus groups), depending on the successful offeror's location. Therefore, offeror should include in their price proposal: transportation, lodging, and per diem costs sufficient for staff to make a maximum number of ten (10) trips annually as indicated on cost proposal template. (Template shows locations and maximum number of trips; note that this number is not guaranteed, and resultant contract may include less.)

Expenses for travel, lodging, and per diem will be paid for by the contractor and should be considered when completing cost proposal. If the project manager decides travel is required outside Anchorage, travel expenses will be reimbursed at actual cost as described in the State Travel Manual AAM60 (<http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>).

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 ten (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 be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the State may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the goods 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 thirty (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 forms is posted along with this RFP. Offerors **shall not re-create these forms, create their own forms, or edit the format structure of the forms** unless permitted to do so.

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

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure 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 ten (10). Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**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).

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>10</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>10</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>NO</b>	<b>5</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 ‘1’ 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)**

Offerors must provide resumes for key personnel and a narrative detail of the project team and their specific five (5) years of experience, within the last ten (10) years, conducting qualitative research and writing summary reports using, at minimum, the following tools: focus groups and key informant interviews. Offerors must provide a list of qualitative research projects conducted in the last five (5) years.

Offerors must provide a narrative detail of at least five (5) years of experience within the last ten (10) years conducting quantitative research, which includes survey design, pre-testing, data collection, and data analysis (including weighting). This experience must include using, at minimum, the following tools: survey samples; questionnaires; telephone surveys using computer assisted telephone interviews (CATI); and online surveys. Offerors must provide a list of quantitative research projects conducted in the last five (5) years.

Offerors must also provide narrative detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A. Offerors may also provide detail on their experience in rural and urban areas of Alaska.

Offerors must provide at least three (3) letters of reference from previous clients that describe experience conducting qualitative and quantitative research on time and within budget.

Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

Offerors must provide a comprehensive narrative statement that illustrates offeror's understanding of the requirements of the project, the needs of the State, and the project schedule.

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

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

Offerors must provide detail that demonstrates the methodology they will employ and how the methodology will serve to accomplish the work and meet the State's needs. A set of hypothetical projects is outlined below to give a sense of the scope of work this contract will need to accomplish. Proposals will be evaluated against the questions set out in Section 5.06 as relates to these hypothetical projects. Along with a narrative explanation, the offeror should include a draft work plan demonstrating activities, responsible staff, and a timeline for completing work related to each of the following hypothetical deliverables:

- a. The section is developing a new social marketing campaign to increase knowledge that dementia can often be prevented. They want a contractor to conduct a set of formative focus groups among adults, aged thirty-five (35) and older statewide, to learn about their knowledge of dementia and the fact that, in many cases, it can be prevented. The results from this set of focus groups will inform the development of a set of communication tools and resources that 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 plan, conduct, and report out on a set of focus groups to meet this need.
- b. The section wants a contractor to conduct a set of message-testing focus groups among adults, aged thirty-five (35) and older, to determine which of five (5) proposed PSA approaches will be most effective at increasing knowledge of dementia being a preventable chronic condition. They want a contractor to plan, conduct, and report out on a set of focus groups to meet this need. Note: The section's communications contractor will design the storyboards. The research contractor will test those storyboards during focus groups.
- c. In order to evaluate the impact of the social marketing campaign described above, the section wants to survey a representative sample of adults, aged thirty-five (35) and older, before and after the campaign runs to test its effectiveness at increasing awareness of key messages. They want a contractor to plan and conduct a baseline RDD push to online survey of Alaska adults, aged thirty-five (35) and older (n = 2,000), and provide a resulting raw dataset (including weights) and a disposition report based on standards outlined in the American Association for Public Opinion Research (AAPOR)'s *2023 Standard Definition: Final Dispositions of Case Codes and Outcome Rates for Survey, 10<sup>th</sup> Ed.*
- d. The section is developing a set of print and online resources to increase knowledge of the risks of fentanyl among current or former substance users. They want to obtain input from this priority population regarding the acceptability, appropriateness, and effectiveness of the materials, but want to do so using an approach that is more flexible and less structured than a focus group. The section wants a contractor to plan, conduct, and report out on data collected for this purpose. Note: The section's communications contractor will design communication materials. The research contractor will test the acceptability, etc. of those materials.

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

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

Offerors must provide detail that demonstrates the management plan they intend to follow and how the plan will serve to accomplish the work and meet the State's needs, including their ability and intent to do daily work

during Alaska business hours (8:00 a.m. to 4:30 p.m.). **The offeror must include an organization chart of all project staff, including subcontractors if any, to show lines of authority, roles, communication, and organizational structure.**

Offerors must also certify in writing that they have and will maintain access to:

1) internet-based software appropriate for the project and meets industry standards as follows:

- a. follows skip patterns based on the category of answers to one or more prior questions;
- b. calculates (at least addition, subtraction, multiplication, and division) to determine skip patterns based on information gathered in prior questions;
- c. provides response options in randomized or non-randomized order;
- d. provides consistency edits and response code range checking;
- e. adds, deletes, or modifies questions during the questionnaire survey period;
- f. permits sharing of the programming commands in the questionnaire with project manager and contract staff, as well as provides a text document of the programming commands and the questions; and
- g. allows embedding of audio, video, and pictures; and

2) CATI software that:

- a. follows skip patterns based on the category of answers to one or more prior questions;
- b. calculates (at least addition, subtraction, multiplication, and division) to determine skip patterns based on information gathered in prior questions;
- c. makes random selections;
- d. provides consistency edits and response code range checking;
- e. manages the telephone sample, including callback schedules and disposition coding;
- f. adds, deletes, or modifies questions during the questionnaire survey period;
- g. permits sharing of the programming commands in the questionnaire with the project manager and contract staff, as well as provides a text document of the programming commands and the questions; and
- h. permits data entry during the administration of the survey.

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This 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.

A Revised Cost Proposal has been posted to Online Public Notices. Revisions include inclusion of Estimated Hours per Month in Table Two; additional items marked as "estimated"; and addition of footnote marked by asterisk. Offerors must utilize Revised Cost Proposal to submit their cost proposals; failure to use this Revised Cost Proposal will render offerors unresponsive and proposals will not be accepted for evaluation.

## 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)	300
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)	100
	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**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

**Example (Maximum Points Available for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Maximum Combined PEC Score Possible (40)

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Maximum Combined PEC Score Possible (40)

$$\text{Combined PEC Score (20)} \times 2.5 = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

Maximum Points Available (100)

= 2.5

Maximum Combined PEC Score Possible (40)

Combined PEC Score (40) x 2.5 = Points Awarded (100)

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (30%)**

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

- 1) How well did the offeror detail their specific experience in performing qualitative research and writing summary reports and in performing quantitative research?
- 2) How well did the offeror detail the primary project manager's specific experience in projects of a similar nature and the directly related experience of the overall project team identified in Submittal Form A?
- 3) How extensive and relevant to this project is the experience of the individuals assigned to the project? To what extent do they have experience on similar projects?
- 4) How well do the lists of qualitative and quantitative research projects (conducted in the last five [5] years) submitted by the offeror align with the scope and deliverables?
- 5) How well do the (minimum three [3]) letters of reference from previous clients describe experience conducting high quality quantitative and qualitative research on time and within budget?
- 6) How complete are the resumes of key personnel and to what extent do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 7) How well did the offeror describe the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP?

#### **SEC. 5.05 UNDERSTANDING OF THE PROJECT (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 the purpose and scope of the project?
- 2) How strongly did the offeror consider health equity and unique Alaska challenges and strengths into the focus group process?
- 3) To what degree has the offeror demonstrated an understanding of running focus groups in rural and remote Alaskan communities?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- 5) How well has the offeror demonstrated an understanding of the State's needs and the project schedule?

#### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (25%)**

A set of hypothetical projects is outlined below to give a sense of the scope of the work this contract will need to accomplish. Proposals will be evaluated against the questions set out below, as relates to these hypothetical projects. Along with a narrative explanation, the offeror should include a draft work plan demonstrating activities, responsible staff, and a timeline for completing work related to each of the following hypothetical deliverables:

- A. The section is developing a new social marketing campaign to increase knowledge that dementia can often be prevented. They want a contractor to conduct a set of formative focus groups among adults, aged thirty-five (35) and older statewide, to learn about their knowledge of dementia and the fact that, in many cases, it

can be prevented. The results from this set of focus groups will inform the development of a set of communication tools and resources that 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 plan, conduct, and report out on a set of focus groups to meet this need.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How scientifically rigorous is the proposed methodology?
- 3) How well does the methodology match and achieve the objectives set out in the RFP?
- 4) How well does the timeline align with the proposed methodology in the RFP?

B. The section wants a contractor to conduct a set of message-testing focus groups among adults, aged thirty-five (35) and older, to determine which of five (5) proposed PSA approaches will be most effective at increasing knowledge of dementia being a preventable chronic condition. They want a contractor to plan, conduct, and report out on a set of focus groups to meet this need. Note: The section's communications contractor will design the storyboards. The research contractor will test those storyboards during focus groups.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How scientifically rigorous is the proposed methodology?
- 3) How well does the methodology match and achieve the objectives set out in the RFP?
- 4) How well does the timeline align with the proposed methodology in the RFP?

C. In order to evaluate the impact of the social marketing campaign described above, the section wants to survey a representative sample of adults, aged thirty-five (35) and older, before and after the campaign runs to test its effectiveness at increasing awareness of key messages. They want a contractor to plan and conduct a baseline RDD push to online survey of Alaska adults, aged thirty-five (35) and older (n = 2,000), and provide a resulting raw dataset (including weights) and a disposition report based on standards outlined in the American Association for Public Opinion Research (AAPOR)'s *2023 Standard Definition: Final Dispositions of Case Codes and Outcome Rates for Survey, 10th Ed.*

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How scientifically rigorous is the proposed methodology?
- 3) How well does the methodology match and achieve the objectives set out in the RFP?
- 4) How well does the timeline align with the proposed methodology in the RFP?

D. The section is developing a set of print and online resources to increase knowledge of the risks of fentanyl among current or former substance users. They want to obtain input from this priority population regarding the acceptability, appropriateness, and effectiveness of the materials, but want to do so using an approach that is more flexible and less structured than a focus group. The section wants a contractor to plan, conduct, and report out on data collected for this purpose. Note: The section's communications contractor will design communication materials. The research contractor will test the acceptability, etc. of those materials.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How scientifically rigorous is the proposed methodology?
- 3) How well does the methodology match and achieve the objectives set out in the RFP?
- 4) How well does the timeline align with the proposed methodology in the RFP?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)

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

- 1) How well does the offeror’s explanation of the roles of the staff involved in the project align with the tasks and deliverables of the RFP?
- 2) How well does the offeror explain the accountability of the project staff (including subcontractors, if any), organizational structure, roles, and lines of authority and communication within the project team and between that team and the State’s project director and manager(s)?
- 3) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP, including ability and intent to do daily work during Alaska business hours (8:00 a.m. – 4:30 p.m.)?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the duties described in this RFP, and have they certified in writing that they have and intend to maintain access to the software referenced?
- 5) How clear is it that the offeror has the capacity to meet deadlines on multiple deliverables at the same time?
- 6) To what degree is the proposal practical and feasible?
- 7) To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?

## SEC. 5.08 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. 5.09 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's 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. 5.10 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 (6) 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. 5.11 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. 5.12 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. 5.13 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 counter-offer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

## SEC. 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 (10) 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

**Attachments:**

- 1) Submittal Forms A – G (attached separately)
- 2) Submittal Form H, Revised Cost Proposal (attached separately)
- 3) Deliverables (attached separately)
- 4) Standard Agreement Form - Appendix A
- 5) HIPAA BAA

## STANDARD AGREEMENT FORM

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title		
3. Vendor Number	4. IRIS GAE Number (if used)	5. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
6. Department of Health	Division	hereafter the State, and	
7. Contractor			
hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>8.</p> <p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the provisions for payment</p> <p>2.5 Appendix E governs the use of Protected Health Information under this contract.</p>			
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Contracting Agency Head or Designee	Date
Department/Division Health /	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

## **APPENDIX A**

### **GENERAL PROVISIONS**

#### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### **Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### **Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**APPENDIX E  
STATE OF ALASKA  
DEPARTMENT OF HEALTH  
HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT OF 1996 ("HIPAA")  
BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health ("Covered Entity" or "CE") and \_\_\_\_\_ ("Business Associate" or "BA").

**RECITALS**

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;
- D. CE may operate a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. 290dd-2 and 42 C.F.R. Part 2 (collectively "Part 2"); and
- E. BA may be a Qualified Service Organization ("QSO") under Part 2 and therefore must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

**Therefore**, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

- 1. Definitions.
  - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
  - b. Specific:
    - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
    - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

- 3) Privacy and Security Rule: “Privacy and Security Rule” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
  - 4) Triennially: “Triennially” shall mean once every three years.
2. Statement of Work and Responsibilities.

As provided by AS 44.21.020 and AS 44.21.160, The BA provides automatic data processing services to the CE. These services include storage, transmission, security, and recovery of electronic information owned by CE. BA is responsible for ensuring continuity of service, delivery, and access to CE electronic information at all times including in the event of a disaster.

3. Permitted Uses and Disclosures by Business Associate.

a. BA may only use or disclose PHI for the following purposes:

- 1) BA may use or disclose PHI as required by law.
- 2) BA agrees to make uses and disclosures and requests for PHI consistent with CE’s minimum necessary policies and procedures.
- 3) BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
- 4) BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5) BA may provide data aggregation services related to the health care operations of CE.

4. Obligations of Business Associate.

a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE’s PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within three business days of when it becomes aware of such Breach or incident.

b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures, and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional

requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall not use personally owned devices to create, receive, maintain, or transmit PHI. Devices the BA uses to create, receive, maintain, or transmit CE's electronic PHI shall be owned and managed by BA or CE.

BA shall patch its operating systems and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for necessary IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 72 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use, or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.

- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE, BA shall amend PHI maintained, transmitted, created, or received by BA on behalf of CE as directed by CE when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: Upon agreement execution and triennially thereafter, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), BA shall comply and complete CE's security assessment. Upon receipt of the security assessment, CE will review BA's responses prior to granting authority to operate, and provide any necessary instruction to ensure the confidentiality, integrity, and availability of CE's PHI. BA shall triennially, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), review and update CE security assessment, as required, in order to comply with BA's current system controls. BA must provide an implementation response for each specific system control. Upon receipt of the updated assessment, CE will review the changes to the system for renewal of authority to operate.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing 10 days' notice to the BA, conduct an inspection of the facilities, systems, books, logs, and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether

CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
  - n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty or fine imposed on CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
5. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
6. Termination.
- a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.
  - b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
  - c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.
7. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.

8. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains, or transmits on behalf of CE.
9. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
10. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
11. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
12. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.
13. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to [doh.its.dso@alaska.gov](mailto:doh.its.dso@alaska.gov) in addition to the CE.

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