

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ALASKA BREAST & CERVICAL HEALTH (AK B+C) PROGRAM EVALUATION SERVICES

RFP 2024-1600-0244

ISSUED OCTOBER 8, 2024

THE ALASKA BREAST AND CERVICAL SCREEN ASSISTANCE PROGRAM (AK B+C) IS SEEKING A CONTRACTOR TO PROVIDE ANALYTICAL AND EVALUATION SUPPORT TO THE PROGRAM.

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF PUBLIC HEALTH

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

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

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE RFP .....	4
SEC. 1.02 BUDGET .....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04 MANDATORY REQUIREMENTS.....	4
SEC. 1.05 REQUIRED REVIEW .....	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	5
SEC. 1.07 RETURN INSTRUCTIONS .....	5
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	5
SEC. 1.09 AMENDMENTS TO PROPOSALS.....	5
SEC. 1.10 AMENDMENTS TO THE RFP .....	5
SEC. 1.11 RFP SCHEDULE .....	6
SEC. 1.12 PRE-PROPOSAL CONFERENCE .....	6
SEC. 1.13 ALTERNATE PROPOSALS.....	6
SEC. 1.14 NEWS RELEASES .....	6
<b>SECTION 2. BACKGROUND INFORMATION.....</b>	<b>7</b>
SEC. 2.01 BACKGROUND INFORMATION.....	7
<b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION.....</b>	<b>9</b>
SEC. 3.01 SCOPE OF WORK .....	9
SEC. 3.02 DELIVERABLES .....	9
SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE.....	12
SEC. 3.04 CONTRACT TYPE.....	12
SEC. 3.05 PAYMENT PROCEDURES.....	12
SEC. 3.06 CONTRACT PAYMENT .....	12
SEC. 3.07 LOCATION OF WORK .....	12
SEC. 3.08 SUBCONTRACTORS .....	13
SEC. 3.09 JOINT VENTURES .....	13
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS .....	13
SEC. 3.11 F.O.B. POINT .....	13
SEC. 3.12 CONTRACT PERSONNEL .....	13
SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	13
SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....	14
SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY .....	14
SEC. 3.16 INDEMNIFICATION.....	15
SEC. 3.17 INSURANCE REQUIREMENTS.....	15
SEC. 3.18 TERMINATION FOR DEFAULT .....	16
<b>SECTION 4. PROPOSAL FORMAT AND CONTENT .....</b>	<b>17</b>
SEC. 4.01 RFP SUBMITTAL FORMS .....	17
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS.....	17
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) .....	17
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....	18
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) .....	19
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D) .....	19
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E) .....	19
SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F).....	19
SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G).....	20
SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H) .....	20

<b>SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.....</b>	<b>21</b>
SEC. 5.01 SUMMARY OF EVALUATION PROCESS .....	21
SEC. 5.02 EVALUATION CRITERIA .....	21
SEC. 5.03 SCORING METHOD AND CALCULATION .....	22
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS .....	23
SEC. 5.05 UNDERSTANDING OF THE PROJECT .....	23
SEC. 5.06 METHODOLOGY USED FOR THE PROJECT.....	23
SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT .....	23
SEC. 5.08 CONTRACT COST (COST PROPOSAL) .....	23
SEC. 5.09 APPLICATION OF PREFERENCES .....	24
SEC. 5.10 ALASKA BIDDER PREFERENCE .....	24
SEC. 5.11 ALASKA VETERAN PREFERENCE.....	25
SEC. 5.12 ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....	25
SEC. 5.13 ALASKA OFFEROR PREFERENCE.....	26
SEC. 5.14 OFFEROR NOTIFICATION OF SELECTION.....	26
<b>SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>27</b>
SEC. 6.01 INFORMAL DEBRIEFING .....	27
SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	27
SEC. 6.03 STANDARD CONTRACT PROVISIONS .....	27
SEC. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA).....	28
SEC. 6.05 QUALIFIED OFFERORS.....	28
SEC. 6.06 PROPOSAL AS PART OF THE CONTRACT .....	28
SEC. 6.07 ADDITIONAL TERMS AND CONDITIONS .....	28
SEC. 6.08 HUMAN TRAFFICKING .....	28
SEC. 6.09 RIGHT OF REJECTION.....	29
SEC. 6.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	29
SEC. 6.11 DISCLOSURE OF PROPOSAL CONTENTS.....	29
SEC. 6.12 ASSIGNMENT.....	29
SEC. 6.13 DISPUTES.....	30
SEC. 6.14 SEVERABILITY .....	30
SEC. 6.15 SUPPLEMENTAL TERMS AND CONDITIONS .....	30
SEC. 6.16 SOLICITATION ADVERTISING .....	30
SEC. 6.17 SITE INSPECTION .....	30
SEC. 6.18 CLARIFICATION OF OFFERS .....	30
SEC. 6.19 DISCUSSIONS WITH OFFERORS .....	30
SEC. 6.20 CONTRACT NEGOTIATION .....	31
SEC. 6.21 FEDERALLY IMPOSED TARIFFS .....	31
SEC. 6.22 PROTEST.....	32
<b>SECTION 7. ATTACHMENTS .....</b>	<b>33</b>
SEC. 7.01 ATTACHMENTS .....	33

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Health, Division of Public Health (DPH) is seeking a contractor with expertise in evaluation, data collection, data management, and data reporting to perform analytic and evaluation support for the AK B+C (National Breast and Cervical Cancer Early Detection Program (NBCCEDP) state grantee). The contractor will carry out evaluation activities that align with the already established AK B+C Evaluation and Performance Measurement Plan. Activities include, but are not limited to:

- continuous tracking of data analysis projects completed
- bi-annual analysis of eligible population survey data
- late-stage cancer diagnosis trends
- implementation and interpretation of provider surveys
- annual analysis of Small Area Health Insurance Estimate data, internal program service delivery data, clinic screening data trends, and assessment of process and outcome measures
- submission of NBCCEDP required reporting.
- Ad-hoc projects can include things like analysis of statewide demographic data, hosting focus groups for priority populations, and the creation of public facing presentations.

### SEC. 1.02 BUDGET

DPH estimates a maximum budget of \$80,000.00 dollars per year, for ten years. The total budget allocated for the entire life of the contract, including renewal options, must not exceed \$800,000.00. Proposals priced at more than \$800,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on October 29, 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 days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

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

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

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

## **SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to [doh.procurement.proposals@alaska.gov](mailto:doh.procurement.proposals@alaska.gov) as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

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

It is the offeror's responsibility to contact the above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

## **SEC. 1.09 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

## **SEC. 1.10 AMENDMENTS TO THE RFP**

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

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

### SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		October 8, 2024
Deadline to Submit Questions		October 21, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	October 29, 2024
Proposal Evaluations Complete		November 8, 2024
Notice of Intent to Award		November 15, 2024
Contract Issued		November 26, 2024
Contract Start Date		December 1, 2024

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this RFP. Interested parties may submit questions in writing per section 1.06.

### SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### SEC. 1.14 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Alaska Breast + Cervical Screening Assistance Program (AK B+C) has been operating in Alaska since 1995. The overarching goals of the program are to decrease breast and cervical cancer incidence, morbidity, and mortality and to reduce cancer disparities. The program navigates within a complex environment of a highly dispersed population with many isolated communities, high transportation costs, limited local public health infrastructure, and areas that are medically underserved, and addresses the needs of our low-income populations. AK B+C covers the out-of-pocket costs of breast and cervical cancer screening for Alaskans ages 21-64 with income at or below 250% FPL. AK B+C contracts with health care providers all over Alaska who agree to participate in the program and be reimbursed for breast and cervical cancer screening services for enrolled program participants.

AK B+C is part of the National Breast and Cervical Cancer Early Detection Program funded by the Centers for Disease Control and Prevention (<https://www.cdc.gov/cancer/nbccedp/index.htm>). Per the NBCCEDP guidance, strategies AK B+C works under to accomplish program goals include:

1. Using Cancer Data and Surveillance
2. Supporting Partnerships for Cancer Control and Prevention
3. Delivering Breast and Cervical Cancer Screening
4. Implementing Evidence Based Interventions
5. Evaluating and Monitoring the Program

The program monitoring and evaluation activities that support the strategies above include:

1. Participate in CDC-led program monitoring, evaluation, and dissemination activities including periodic data quality reviews (minimum data elements (MDE), clinic data), quarterly program updates, annual program survey, and annual success story submissions.
2. Develop an evaluation plan according to CDC guidance and submit to CDC within six months of award. This plan should be updated and resubmitted to CDC at the end of PY3 (June 30, 2025).
3. Conduct process and outcome evaluation to assess all program activities.
4. Evaluate your program's activities to connect program-eligible women from the community to completed breast and cervical cancer screening at partner clinics.
5. Submit an annual evaluation report to CDC summarizing program monitoring and evaluation findings, including your program's effectiveness at reaching identified populations that are disproportionately burdened by breast and cervical cancer with screening and diagnostic services that contribute to reducing cancer health disparities. Describe how findings were used for program improvement and to identify and disseminate best practices.
6. Establish and maintain a patient-level data system to collect and report to CDC the required patient-level data (minimum data elements) used to monitor and track screenings, outcomes, and treatment referrals for women served, according to CDC performance standards. For women diagnosed with cancer, link MDE records with cancer registry records to obtain cancer staging data in the MDE.
7. Regularly review and use the patient-level data (MDEs) to ensure screening completion and improve the timeliness of diagnostic and treatment referrals.
8. Collect and report baseline and annual clinic-level data records for clinics implementing evidence-based interventions (EBI), including clinic-level screening rates, according to CDC guidance.

9. Regularly review and use the clinic data, including clinic-level screening rates and EBI implementation data to monitor progress and identify areas for program improvement.
10. Share monitoring and annual evaluation findings with appropriate partners, including screening providers and clinics where EBIs are implemented, to facilitate program improvement.

Program monitoring and evaluation activities have been done by State of Alaska staff in the past, and the project team is familiar with the work and available to answer questions during implementation.

Program Year 1 of the NBCCEDP grant began July 1, 2022 and the current award cycle runs through June 30, 2027. This program has been in place here at the State since the 1990's; continuation is not guaranteed but it is highly expected.

The Alaska Department of Health has already completed some portion of the grant requirements above, including the initial evaluation plan and logic model which includes the process and outcome measures that require ongoing assessment. Additionally, the program has a Data Manager, who is responsible for maintaining the patient-level data system, reviewing MDEs and reporting those data to CDC, and managing the collection of baseline and annual clinic-level data records. The remaining program monitoring and evaluation activities will be the responsibility of the evaluation contractor with guidance from the Program Director.

Attached to this RFP is the current evaluation plan and logic model, so that potential offers can better understand the program services. These can be found in the solicitation posting as a separate document titled "2024-1600-0244 RFP Background Info".

Also attached to the RFP are the CDC Program Manuals to provide additional background information on the program as well as the required evaluation process. These can be found in the solicitation posting as a separate document titled "2024-1600-0244 RFP CDC Program Manual Part1" and "2024-1600-0244 RFP CDC Program Manual Part2".

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Health, Division of Public Health is seeking a contractor with expertise in evaluation, data collection, data management, and data reporting to perform analytic and evaluation support for the AK B+C (National Breast and Cervical Cancer Early Detection Program (NBCCEDP) state grantee). The contractor will carry out evaluation activities that align with the already established AK B+C Evaluation and Performance Measurement Plan. Activities include, but are not limited to:

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- annual analysis of Small Area Health Insurance Estimate data, internal program service delivery data, clinic screening data trends, and assessment of process and outcome measures
- submission of NBCCEDP required reporting.

Ad-hoc projects can include things like analysis of statewide demographic data, hosting focus groups for priority populations, and the creation of public facing presentations

### SEC. 3.02 DELIVERABLES

In accordance with the scope of work outlined in Section 3.01 Scope of Work, the contractor will be required to provide the following deliverables as well as projects as needed. The as needed projects may change over time depending on the Program's needs. Those activities will fall within the following set of deliverables, and will be performed under the guidance of the AK B+C Program Director:

#### **Task 1: Annual Evaluation Report**

Lead efforts in collecting and summarizing annual program data into an annual evaluation report. Analyze priority population service delivery data using program records. Includes trend analysis of BARS data. Respond to CDC suggestions and requests for updating report. Assess process and outcome measures (specific measures below) annually. Annual Report draft is due to the State 30 days prior, for review purposes. Final edits must be completed for submission by the due date.

Strategy	Performance Measure	Data Sources	Analysis Methods	Process
<i>Cancer Data and Surveillance</i>	<i>Process:</i> Number of data analysis projects informing program planning and prioritization.	Program Management Records	Count + Descriptive	Monitoring and interpretation by program director and evaluator.
	<i>Process:</i> Did AK B+C identify priority populations?	Program Management Records	Yes/No + Descriptive	Monitoring and interpretation by program director and evaluator.
	<i>Outcome:</i> Increase in service delivery to those disproportionately burdened.	Med-IT and ACS	Yes/No + Poisson Regression	Annual analysis of Med-IT data by evaluator.
<i>Support Partnerships for Cancer Control and Prevention</i>	<i>Process:</i> Number of group collaborations.	Program Management Records	Count + Descriptive	Monitoring and interpretation by outreach manager, program director, and evaluator.
	<i>Outcome:</i> Increase in early detection of breast and cervical cancer.	ACR	Yes/No + Regression	Analysis of trends in ACR late-stage diagnosis data at the completion of the grant period by evaluator.
	<i>Outcome:</i> To what extent did partnerships increase enrollment?	Program Management Records and Med-IT	Descriptive + Log-Binomial Regression	Annual analysis of Med-IT data by evaluator.
<i>Deliver Breast and Cancer Screening</i>	<i>Process:</i> Number of contracted providers.	Program Management Records	Count + Descriptive	Monitoring and interpretation by program director, data manager, and evaluator.
	<i>Outcome:</i> Increase in service delivery.	Med-IT and SAHIE	Yes/No + Log-Binomial Regression	Annual analysis of Med-IT data by evaluator.
<i>Implement Evidence-Based Interventions</i>	<i>Process:</i> Number of clinic partnerships.	Program Management Records	Count + Descriptive	Monitoring and interpretation by program director, data manager, and evaluator.
	<i>Outcome:</i> Increase in screening rates at partner clinics.	Clinic Data	Yes/No + Logistic Regression	Data collected by data manager and analyzed annually by evaluator.
	<i>Outcome:</i> Which EBIs were implemented by partnering clinics?	Program Management Records	Descriptive	Data collected by data manager and reported by program director.
<i>Program Monitoring and Evaluation</i>	<i>Process:</i> Assessment of process and outcome measures.	Program Management Records	Yes/No + Descriptive	Monitoring and interpretation by program director and evaluator.
	<i>Outcome:</i> Meeting core indicators.	Program Management Records	Yes/No + Descriptive	Interpretation of core indicator analysis report from CDC.

**Deliverable 1:** Annual evaluation report  
**Due date:** November of each contract year.

**Task 2: Annual Evaluation Plan Update**

Update annual evaluation plan. Review CDC documentation such as program manual, grant Notice of Award, and other resources to ensure most effective evaluation plan.

**Deliverable:** Updated annual evaluation plan.  
**Due Date:** December of each contract year.

**Task 3: Ad Hoc Data and Evaluation Support**

As requested, provide support for data and evaluation needs of the program. This deliverable may include tasks such as:

- performing and summarizing ad hoc analysis of Project evaluation data for program partners
  - support formatting data for presentations and other documents
  - assisting with literature review
  - providing review or comment on any documents or materials, surveys, or data collection instruments
  - contributing to design or interpretation of intervention evaluations
  - Complete and track ongoing data analysis projects
- Analyze results of eligible population survey biannually

**Deliverable:** Summary of ad hoc support provided throughout the year, documented in bi-monthly meeting notes. Additional supporting documentation as described above (e.g., instruments, copies of reports).

**Due date:** annually of each contract year.

**Task 4: Provider Survey**

Provider survey development, implementation, analysis. Activities may include:

- Design survey or key informant interview data collection instruments. State review and approval must be received prior to any survey being conducted.
- Conduct data collection
- Analyze data
- Summarize findings

**Deliverable:** Survey development and implementation. Analysis and summary of findings

**Due date:** Bi-annually. Deadline dates will be determined.

**Task 5: Activity Monitoring and Collaboration**

Lead bi-monthly team collaboration to review workplan, obstacles, iterative improvements. Progress and challenges shall be discussed, and intermediary deadlines set. Bi-monthly check in meetings with Program Director. Review and update workplan monthly.

**Deliverable:** Vendor team lead and Program Director meetings on a bi-monthly basis.

**Task 6: Statewide Data Analysis**

Analyze Alaska project demographic data, and project service delivery numbers and race-based populations of focus. Utilize the Alaska Cancer Registry data projects, Medicaid data analysis, Small Area Health Insurance Estimates, Health Equity Index, and other resources as appropriate.

**Deliverable:** Statewide data that will inform programmatic efforts and program denominator.

**Due date:** Annually. Deadline dates will be determined.

**Task 7: Focus Groups**

Determine populations of focus to invite to participate. Develop questions that will best inform program efforts and/or measure success of program efforts. Gather participants and conduct focus group. Analyze data, prepare summary and present to AK B+C.

**Deliverable:** focus specific data will inform programmatic efforts and help measure success.

**Due date:** Annually. Deadline dates will be determined.

**Task 8: State of the Program Report**

Annual public facing report summarizing program successes and challenges. State review and approval must be received prior to finalization.

**Deliverable:** Annual State of the Program report

**Due date:** Annually, by June 30.

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

The length of the contract will be from the date of award, approximately December 1, 2024, one year. There will be nine additional one-year renewal options available to be exercised at the sole discretion of the State. The total contract term, if all renewals are executed, is ten years.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

### **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 negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### **SEC. 3.06 CONTRACT PAYMENT**

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

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

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

The location(s) the work is to be performed, completed and managed is in Anchorage, Alaska.

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

The State does not anticipate travel as a part of this contract. If the contractor expects to travel to conduct the services of this contract, they must include all travel expenses in their proposed cost. No additional charges are billable to this contract

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

### SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

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

Subcontractor experience **will not** be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form F as to which subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

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 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 third-party 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.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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 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 forms that exceed the page limit indicated will have the pages that exceed the limit removed from the proposal prior to being provided to the Proposal Evaluation Committee.

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>4</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>2</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>3</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>3</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)**

In this submittal form, offerors must provide the following:

- Detail on the critical team members assigned to accomplish the work called for in this RFP; illustrate the lines of authority; a narrative description of the organization of the project team and a personnel roster that identifies each person who will work on the contract along with their titles.
- Offerors must provide resumes for the critical team members listed on Submittal Form A (up to 5 resumes), even though other personnel may be assigned to work on this project. Resumes may not exceed two pages but are excluded from the page limit for this section described in Section 4.02.
- A description of specific experience with software, programming, analysis, data management skills, evaluation concepts, and public health concepts appropriate to the services required in RFP Section 3.
  - Specifically identify experience with software such as SQL, SAS, R, Python, SPSS, ArcGIS.
  - Demonstrate competencies in descriptive statistics, inferential statistics probability theory, epidemiological study design, sampling techniques, multivariate analysis, spatial analysis, meta-analysis, critical appraisal, graphical trend analysis, regression, non-parametric, and other statistical modeling.
  - Calculating frequencies, proportions, rates, odds ratios, p-values, confidence intervals.
  - Data management specifically as it relates to collection and reporting of data per federal reporting requirements.
- A description of specific experience providing program evaluation and evaluation tools for public health concepts, including (but not limited to): identification of health disparities, health equity lens, translation and interpretation of population-level and programmatic data for diverse audiences, analysis of results to assist with decision making, SMARTIE goal development, logic models, process/outcome measure creation and assessment, needs assessment experience, engagement with stakeholders, and continuous quality improvement.
- Demonstrated use of public health concepts such as identification of health disparities, health equity lens, translation, and interpretation of population-level and programmatic data for diverse audiences, and the analysis of results to assist with decision-making.
- A description of specific experience and compliance with HIPAA protocols that ensure patient confidentiality.

- Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion 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 comprehensive narrative statements that illustrate their understanding of the purpose and the scope of the project and the project schedule.
- Offerors should identify and describe any obstacles, pertinent issues, and potential problems they identify regarding the performance of this project, and how they might overcome them.
- Offerors must clearly demonstrate an understanding of the deliverables and time schedule required in RFP Section 3.

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 comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's goals and project schedule.
- Offerors must include a timeline and resource allocation chart for all deliverables required by this RFP in order to meet the project needs.
- Offeror must indicate what evaluation concepts they will employ in the methodology of this project and clearly describe how it meets the requirements of this 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. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

- Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.
- Offerors must demonstrate clearly if they have the hardware, software, equipment, and licenses necessary to perform the contract.
- Offerors must identify any potential problems and propose solutions for the problem.
- Offerors must describe how they will manage HIPAA compliance by all team members who work on this project.

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

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

### SEC. 5.02 EVALUATION CRITERIA

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

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

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	50
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	100
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
	Total	400

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 amount 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:

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

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

**Offeror 2** was awarded 50 points:

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

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

**Offeror 3** was awarded 100 points:

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

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

### SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP Section 4.04 and the experience it demonstrates.

### SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they demonstrated their understanding of the project requirements in RFP Section 4.05 and how they meet the State’s needs.

### SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP Section 4.06 and whether the methodology will meet the State’s needs.

### SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP Section 4.07 and whether the Management plan will meet the State’s needs.

### SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% 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:

- <https://oppm.doa.alaska.gov/media/1453/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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

## SEC. 5.10 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 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 MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

#### **Alaska Military Skills Program Preference Certification**

In order to receive the Alaska Military Skills Program 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. 5.13 ALASKA OFFEROR PREFERENCE

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

### Example:

#### Step 1

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

1000 Total Points Available in RFP x 10% Alaska 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. 5.14 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. This form is attached with the RFP for your review. The contractor must comply with the Appendix A 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 procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## SEC. 6.12 ASSIGNMENT

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

### **SEC. 6.13 DISPUTES**

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

### **SEC. 6.14 SEVERABILITY**

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

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

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

### **SEC. 6.16 SOLICITATION ADVERTISING**

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

### **SEC. 6.17 SITE INSPECTION**

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

### **SEC. 6.18 CLARIFICATION OF OFFERS**

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

### **SEC. 6.19 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer

or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## SEC. 6.20 CONTRACT NEGOTIATION

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

If the selected offeror:

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

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

## SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security

or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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

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

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

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Submittal Forms A – G
- 2) Submittal Form H – Cost Proposal
- 3) Additional Background Information – Current Evaluation Plan and Logic Model
- 4) Additional Background Information – CDC program Manual Parts 1 & 2
- 5) Standard Agreement Form - Appendix A (provided for offeror review purposes only, and do not need to be filled out or returned).
- 6) DOH HIPAA BAA