

# STATE OF ALASKA REQUEST FOR PROPOSALS



## STATE OF ALASKA NATIONAL ELECTRONIC DISEASE SURVEILLANCE SYSTEM BASE SYSTEM (NBS) INTERFACE, APPLICATION, AND DEVELOPMENT SUPPORT RFP 2024-1600-0249/1624-020

ISSUED OCTOBER 17, 2024

THE STATE OF ALASKA, DEPARTMENT OF HEALTH, DIVISION OF PUBLIC HEALTH, SECTION OF EPIDEMIOLOGY IS SOLICITING PROPOSALS FOR INTERFACE, APPLICATION, AND DEVELOPMENT SUPPORT, WITH POSSIBLE MIGRATION SUPPORT, AND POSSIBLE HOSTING AND RELATED SERVICES, FOR THE ALASKA VERSION OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S NATIONAL ELECTRONIC DISEASE SURVEILLANCE SYSTEM BASE SYSTEM.

ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF PUBLIC HEALTH

PRIMARY CONTACT:

ANNELIESE ZLITNI  
PROCUREMENT OFFICER  
[anneliese.zlitni@alaska.gov](mailto:anneliese.zlitni@alaska.gov)

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska (SOA) Department of Health (DOH), Division of Public Health (DPH), Section of Epidemiology (SOE) is soliciting proposals from qualified offerors for supporting the implementation of NBS 7.x in a compatible cloud environment. Requested support services fall under the areas of National Electronic Disease Surveillance System (NEDSS) Base System (NBS) interface support, NBS application support, and Alaska-specific application development, with optional service areas that include migration assistance (cloud-to-cloud) and related hosting services.

### SEC. 1.02 BUDGET

The DOH, DPH, SOE estimates a budget of between \$3,000,000.00 and \$4,000,000.00 for completion of this project. Proposals priced at more than \$4,000,000.00 will be considered non-responsive.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Time on **Friday, January 17, 2025**. 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 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 (10) 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. 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 twenty-five (25) megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than twenty-five (25) mb.

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 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 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

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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		October 17, 2024
Deadline to Submit Questions		January 7, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	January 17, 2025
Proposal Evaluations Complete		January 31, 2025

Notice of Intent to Award		February 14, 2024
Contract Issued		February 24, 2024

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

**SEC. 1.12 ALTERNATE PROPOSALS**

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

**SEC. 1.13 NEWS RELEASES**

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Since 2019, the Alaska DOH, DPH, SOE has used NBS to house infectious disease and environmental health data that are statutorily and regulatorily mandated to be reported to the Alaska DOH. The NBS application is a Centers for Disease Control and Prevention (CDC)-developed system used by many state, tribal, local, and territorial (STLT) public health departments for infectious disease surveillance. NBS integrates information from many sources, acting as an endpoint for electronic feeds, including electronic lab reporting (ELR) and electronic case reporting (eCR) feeds. The development, monitoring, and maintenance of these inbound electronic feeds, including the monitoring and maintenance of the division's integration engine, Rhapsody, are critical to timely identification of disease transmission. NBS also enables the sending of notifiable disease data to the CDC. Likewise, the development, monitoring, and maintenance of outbound feeds are critical to national, and other external, surveillance and intervention efforts.

It is also relevant to note that the landscape of public health surveillance has been rapidly evolving over the last four years due to the public health infrastructure gaps and weaknesses that were exposed during the management of the COVID-19 public health emergency. Surveillance systems are modernizing, which is why the Alaska DOH, DPH, SOE plans to migrate from its current NBS 6.0.x version to NBS 7.x. Independent of this migration, the SOE requires a vendor with the ability to adapt to shifting priorities, emerging diseases, and new expectations and technologies for federal reporting. It is critical to have an innovative, active partner who can implement, and even be at the table for, the federal and joint solutions being developed to improve interoperability and the data systems that support critical surveillance activities and epidemiological analyses to improve the health of people in the state of Alaska.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 GOALS AND OBJECTIVES

The critical goals and objective of this contract are:

To outline the structure for a collaborative approach to NBS support, where the SOE and vendor are working closely together to understand the interface of technical and epidemiological needs. To support this collaboration—given the nature of the NBS and its development, along with the nature of coordinating ELR and eCR projects, where issues may need to be revisited again and again over time—it is critical to have an easily navigable system for the documentation of conversations, deficiencies, implemented fixes, etc. Communication and collaboration are especially important as the NBS is undergoing new development to create a modernized application. A vendor will need to understand the priorities of the modernization process and understand the needs and priorities of the SOE, to contribute to the modernization process, and possibly to work in parallel to that process to implement system capabilities more quickly for the SOE when needed. It is critical, during this modernization effort and in the normal day-to-day, that the database and inbound and outbound feeds are monitored, and that data are easily extractable by end users to support surveillance activities and epidemiological analyses, as well as recurrent grant reporting requirements.

### SEC. 3.02 SCOPE OF WORK

The current Alaska version of NBS, version 6.0.16.1, is hosted in an off-site, vendor-owned cloud that is not NBS 7.x-compatible. The successful vendor must provide an NBS 7 compatible system, to include all hosting, server migration, and system migration. This is provided in further detail in Section 3.03 Deliverables. The scope of this effort requires the contractor to employ modern customer experience (CX) and human-centered design (HCD) techniques to conduct discovery/user research around the needs and goals of relevant NBS stakeholders, and the use of agile development and development, security, and operations (DevSecOps) methodologies to build the deliverables outlined in Section 3.03 and deploy them to production.

As is customary in agile development, the priorities and exact sequencing of when certain functionalities will be built are subject to change based on the natural evolution of the SOE's and the vendor's understanding of the problem space through continued discovery, user research, and partner engagement. The prioritization and sequencing of when and how specific functionalities listed below will be built, will be managed by the cognizant SOA NBS coordinator and achieved through a regularly updated product roadmap process. When priorities do shift, the SOE and the vendor will collaborate to establish a shared understanding of the work using standard agile practices such as product road mapping, backlog prioritization, and sprint planning.

All relevant activities are further outlined in Section 3.03 - Deliverables. Please note that in the case of a vendor-hosted option, while the Alaska DOH must approve a vendor's security plan, there is limited involvement with Alaska DOH Information Technology (IT) in day-to-day functioning.

In the future, the SOE's intention is to pilot NBS version 7.x in a centrally hosted CDC Azure cloud. This pilot would cover server (cloud-to-cloud) and application migrations. In this scenario, offerors will need to provide services in the centrally hosted CDC Azure cloud environment that fall into three (3) service areas—NBS interface support, NBS application support, and Alaska-specific application development—and will possibly need to provide services pertaining to the migration of the NBS to the CDC cloud.

The centrally hosted CDC Azure cloud option is currently undergoing review by the Alaska DOH. While the division does anticipate approval, outside of information presented in this RFP the exact details and scope of that project

are unknown at this time. Please see Section 3.19 for more information on how this will be handled after contract award.

## **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

### **A. INTERFACE SUPPORT (DELIVERABLE 1)**

1. NBS Data Ingestion:
  - a. Act as a technical point of contact on behalf of Alaska for the coordination, communication, and resolution of infrastructure-related queries, including participating in appropriate technical forums and liaison groups as directed by Alaska, for example:
    - i. Act as technical point of contact for the onboarding of interjurisdictional feeds;
    - ii. Act as technical point of contact for trading partners to onboard new feeds;
    - iii. Act as technical point of contact with national ELR contacts, such as the Association of Public Health Laboratories (APHL) Informatics Messaging Services (AIMS) platform, and configure the system appropriately to align with AIMS updates; and
    - iv. Collaborate with the SOE to maintain a list of key point of contacts at ELR and eCR reporting facilities.
2. NBS Data Porting and Outbound Feed Support and Maintenance:
  - a. Support legacy data porting method;
  - b. Act as technical point of contact for CDC Message Mapping Guides (MMGs), and/or other standard CDC pathways for case reporting to the CDC; and
  - c. Act as technical point of contact for NEDSS notification interface and troubleshooting.
3. Interface Monitoring and Event Management:
  - a. Monitor volume discrepancies and message failures and proactively respond to potential issues, such that a service level agreement (SLA) is maintained for automated inbound and outbound message feeds, for example:
    - i. Maintain outbound feeds to CDC endpoints for nationally notifiable conditions to an SLA of one hundred (100) percent message status reporting and ninety-nine point nine (99.9) percent messages successfully transmitted within twenty-four (24) hours;
    - ii. Maintain existing ELR feeds to an SLA of one hundred (100) percent message status reporting and ninety-nine point nine (99.9) percent messages successfully received;
    - iii. Summarize health level 7 (HL7) message failure causes and collaborate with SOE, and sending facilities, to receive corrected messages for reprocessing; and
    - iv. Transmit copies of all ELR, electronic initial case reporting (eICR) and reportability response (RR) messages to the SOE.
  - b. Collate and report metrics, summarizing inbound/outbound message flow volume, and analyze these metrics to identify common causes of error as an input to a process of continual improvement.

### **B. APPLICATION SUPPORT (DELIVERABLE 2)**

1. NBS Help Desk and User Training:
  - a. Establish a support or help desk system, including on-call support, for tracking and resolving service requests, incidents, and problems to an appropriate SLA:
    - i. Provide self-service submission capabilities such that end-users can submit requests via a standard interface such, as a web form or email;
    - ii. Provide a self-service reporting capability such that Alaska NBS managers can view case details and summary metrics; and

- iii. Provide a prioritization of requests with average response and resolution times (for example, high, critical, low, etc.) to set appropriate user expectations.
  - b. Establish, in agreement with the SOE, SLA for turnaround times.
  - c. Prioritize and handle incidents and respond to disruptions of normal operations, such that normal service is restored as per the SLA.
  - d. Respond to service requests, such as:
    - i. Account management requests, to include but not be limited to:
      - 1. Resetting passwords, provisioning new accounts, detection of inactive accounts, and/or updating personal information;
    - ii. Incident (fix) requests, such as:
      - 1. Troubleshooting problems encountered with labs and case reports coming into the Alaska NBS;
    - iii. Informational requests, to include:
      - 1. Responding to questions from the Alaska SOE staff related to functional aspects of the Alaska NBS;
    - iv. Respond to legislative inquiries; and
    - v. Respond to audit requests from State of Alaska-designated entities.
  - e. Work Requests, to include:
    - i. Implementation of ELR and eCR in accordance with meaningful use standards; and
    - ii. Implementation and integration of the Alaska NBS MMG modules provided by CDC.
  - f. Develop agreed-upon protocol, such that there is a standardized approach to request an incident resolution, for example, a high-level estimate (HLE) of the level of effort will be provided for requested services within the requested timeline. Each estimate, at a minimum, shall include the following information: requirements, tasks, deliverables, resources, anticipated timeline, and a not-to-exceed cost that does not exceed the rate(s) set forth on the cost proposal to the contract. The Alaska SOE shall not pay any investigatory charges related to contractor's development of an HLE. The Alaska SOE will either decline the proposed solution; propose a modified solution and request an updated HLE; or approve the proposed solution and HLE without modification.
  - g. Proactively eliminate recurring incidents, remove defects from the IT infrastructure, and stabilize the environment as per problem-management best practices.
- 2. Project Management Planning and Reporting, to include:
  - a. Host biweekly meetings, at a minimum, to discuss ongoing requests and projects. Relevant topics may include a summary of status, resources, schedule, tasks, activities, milestones, and risks; a summary of all opened and closed tickets for the week; a listing of tasks that were delayed and reasons for delay, with expected revised completion; planned activities for the next scheduled period, and a written summary of all major concerns or issues, and whether any such issues may impact the HLE and require a contract amendment;
  - b. Host a monthly project management meeting with Alaska project directors to review overall status and operations once steady state production has been achieved; and
  - c. On an as-needed basis, as determined by the Alaska SOE, hold analysis and design sessions for new service requests.
- 3. Business Analysis:
  - a. Provide a minimum capacity to identify emerging business needs and requirements with respect to Alaska disease surveillance and case management, analyze requirements, evaluate

potential solutions, and inform future design and implementation activities, for example, via addition to and refinement of an Agile backlog.

4. Service Level Management:
  - a. Define, maintain, and track performance against appropriate SLAs for non-functional requirements, including but not limited to system availability, system performance, data confidentiality and integrity, and inbound/outbound message traffic; and
  - b. In the event of an SLA breach, take appropriate corrective actions to promote compliance with agreed-upon standards.
5. Change and Release Management:
  - a. Plan, schedule, communicate, and track infrastructure changes, using appropriate tools and deployment automation.
6. Service Financial Management:
  - a. Monitor, manage, and report resource utilization and burn rate such that Alaska can make informed and timely decisions with respect to cost optimization and financial tradeoffs; and
  - b. Budget and model financial scenarios as needed to ensure contract compliance against projected resource needs, and to identify potential cost savings.
7. Knowledge and Workforce Management:
  - a. Capture, collate, and maintain an accessible knowledge base of technical specifications, solutions to common problems, best practices, and lessons learned;
  - b. Prepare and maintain technical onboarding materials so that knowledge gaps due to staff changes are minimized; and
  - c. Obtain and maintain a set of certifications (software/cloud provider, project management, Agile, etc.) and/or other training to ensure that resources put forward for roles have minimum skills necessary for effective execution of responsibilities, for example, AWS (Amazon Web Services) Certified Cloud Practitioner or AWS Certified Solutions Architect.
8. Measurement and Reporting:
  - a. Provide summary statistics for case activity, database growth, inbound and outbound message volume, and other system utilization metrics as appropriate to evaluate system value delivered with respect to business need.

### **C. ALASKA-SPECIFIC INFRASTRUCTURE SUPPORT (DELIVERABLE 3)**

1. Compile and maintain a list of all customizations and/or enhancements made to the base NBS installation, including new interfaces, custom reports, custom Rhapsody routes, Robotic Process Automation (RPA) scripts, etc.;
2. Support and maintain methods of data ingestion:
  - a. Catalog and operate required NBS integrations and related data flows, including automated ELR, eCR and eICR feeds, Enhanced HIV/AIDS Reporting System (eHARS) reporting, Message Validation, Processing, and Provisioning System (MVPS), AIMS platform, and others to an agreed-upon SLA, including:
    - i. Maintain Rhapsody, or, if applicable, other most highly recommended and/or required integration engine(s) for NBS, for processing incoming messages;
    - ii. Provide Rhapsody support to include a review of Alaska-specific route customization and suggestion of optimizations and/or changes; and
    - iii. Maintain a method of importing and converting csv flat files to HL7 electronic laboratory messages for digestion into the NBS system.
3. Maintain and support methods of NBS data extraction:
  - a. Provide end-user access to all data in the analytics repository (currently NBS RDB

- [Reporting Database], though subject to change), for example, via a read-only copy of the RDB, at a minimum. Work with Alaska IT to ensure that access is accomplished abiding by their standards;
- b. Collaborate and provide support with the creation of reports, views, and database queries;
  - c. Ensure all out-of-the box reporting functionality is available and functioning appropriately for the Alaska SOE's use; and
  - d. Develop reports as needed for grant metrics or other monitoring, based on an agreed level of effort, with a minimum standard being a sufficient number and type of reports to ensure Alaska is compliant with local, state, and federal regulations and grant requirements.
4. Maintain a customization and enhancement backlog, and provide software development capacity sufficient to deliver prioritized stories at an agreed velocity, for example, X new custom reports, Y new features, and/or Z new configured interfaces per every N sprints, to include at minimum:
- a. A process for ad hoc requests for reports, extracts, or enhancements;
  - b. Customize reports and extracts to be used by Alaska NBS users;
  - c. Customize Rhapsody routes to improve current data integration and to implement new data integrations;
  - d. Customize data extractions to be used by Alaska NBS users;
  - e. Work with trading partners to develop new feeds, and to improve the functionality of existing feeds to meet Alaska targets for ELR ingestion by program in accordance with meaningful use standards;
  - f. Deploy updated pages (for example, Page Builder pages)
  - g. Provide support for locally defined fields, questions, and value sets and configure pages, question sets, and value sets appropriately to support both nationally-notifiable and Alaska-user requirements;
  - h. Otherwise support Alaska NBS users who are developing new pages;
  - i. Ensure the value sets in NBS are up to date and in accordance with national messaging guidelines;
  - j. Collaborate with other states that are building pages when there is no central CDC standard in place; and
  - k. Support configuration of Workflow Decision Support (WDS), Alerting, and other NBS features.
5. Procure, operate, and maintain an appropriate set of test tools, data, and acceptance test cases such that new features and enhancements can be validated in an automated way.

#### **D. MIGRATION (DELIVERABLE 4)**

1. Provide virtual server migration of databases and any other integrations that might require migration services for the deployment of NBS version 7.x in a compatible cloud environment hosted by the vendor.

#### **E. HOSTING INFRASTRUCTURE AND PLATFORM MANAGEMENT (DELIVERABLE 5)**

1. Technical Objectives
  - a. Procure and oversee the use of cloud infrastructure on behalf of Alaska SOE for the purpose of operating NBS, including monitoring system performance, managing capacity, resolving incidents, ensuring system availability, and driving continuous improvement as described below; configuration of environments to comply with Alaska State security standards:
    - i. Maintain a single sign-on (SSO) system with multifactor authentication (MFA) system

- for users, and manage the administration of MFA system accounts;
    - ii. Plan, manage, schedule, and control phased rollout of IT services, updates, and releases such that the NBS application is operational across, at a minimum of two (2) environments (test and production), with optional inclusion of a third (development) environment; and
  - b. Implement of software patches and/or upgrades released by the NBS developer for the NBS system the implementation of a Continuous Delivery Pipeline, leveraging CDC-provided deployment artifacts such as Terraform scripts and Helm charts, to deploy and keep up to date the NBS application and necessary related software tools.
- 2. Service Deliverables
  - a. Configuration Management and Service Catalog Managements:
    - i. Track all configuration items required to operate NBS, including cloud resources, software licenses, personnel, and documentation; and
    - ii. Provide and maintain a reliable and current service catalog as a consistent repository for system information, documenting relationships between IT infrastructure systems and services.
  - b. Change and Release Management
    - i. Plan, schedule, communicate, and track infrastructure changes, using appropriate tools and deployment automation; and
    - ii. Deploy version updates and execute infrastructure changes in a phased approach across all environments to allow for testing and quality assurance on a scheduled cadence, to ensure Alaska production NBS is no more than two (2) minor releases behind general availability (GA), unless otherwise agreed upon with the Alaska SOE.
  - c. Information Security Managements:
    - i. Ensure that Alaska Security standards are met for initial set-up, for example, ensuring Hypertext Transfer Protocol Secure- (HTTPS-) only access and encryption at rest, and warrant compliance with Alaska Security standards such that thereafter if changes are requested, or standards are updated, compliance and security is maintained;
    - ii. Provide appropriate documentation to support required security posture, for example, architecture diagrams and/or configuration information as requested;
    - iii. Support Alaska IT in performing required security scans and/or audits; and
    - iv. Monitor and log system access and report any breaches of privacy and/or confidentiality.
  - d. Capacity and Performance Management:
    - i. Provision and scale resources to meet non-functional requirements for system performance, as appropriate to load and budget; and
    - ii. Adjust resources in response to events to maintain appropriate capacity, pro-actively scaling resources to optimize cost.
  - e. Availability Management
    - i. Maintain system availability to the agreed SLA, for example, such that system availability is ninety-nine and a half (99.5) percent (one point eight [1.8] days of unscheduled down-time per year), Recovery Point Objective (RPO) of twenty-four (24) hours (no more than one [1] day of lost data), Recovery Time Objective (RTO) of twenty-four (24) hours (no more than one [1] day of system down time before restoration), and Request/Incident/Problem Response times of no more than three (3) business days/one (1) business day/two (2) hours and Request/Incident/Problem Resolution times of no more than six (6) business days/two (2) business days/twenty-four (24) hours;
    - ii. Schedule and communicate appropriate service windows for regular maintenance;

- and
- iii. Ensure that recommended system maintenance tasks are performed or are able to be performed by the Alaska SOE as outlined by the NBS development team or as stated in an up-to-date System Administration Guide.
- f. Service Continuity Management:
  - i. Prepare, maintain, and test a disaster recovery plan, including periodically validating automated full backups of each database; and
  - ii. Prepare, maintain, and test a continuity of operations plan (COOP), such that NBS service can be restored to an appropriate SLA in case of data center outage and/or inability of Alaska staff to access the system normally.
- g. Service Level Management:
  - i. Define, maintain, and track performance against appropriate SLAs for non-functional requirements, including but not limited to system availability, system performance, data confidentiality and integrity, and inbound/outbound message traffic; and
  - ii. In the event of an SLA breach, take appropriate corrective actions to promote compliance with agreed-upon standards.
- h. Monitoring and Event Management:
  - i. Provide system performance monitoring to benchmark steady state and peak loads, alert on abnormal conditions, and identify any needs for improvement to interface, database, reports, and/or extract, transform, load (ETL) performance.
- i. Service Validation and Testing:
  - i. Conduct smoke tests to confirm successful installation and user acceptance test (UAT) cycles as needed to confirm successful operation of new releases, in a phased approach beginning with lower environments;
  - ii. Certify new versions of software for production readiness and prepare appropriate change and configuration management assets for production release, including rollback plans to restore service in the event of issues with new releases; and
  - iii. Support testing of interfaces and related components in response to updates by Alaska, CDC, and/or trading partners.
- j. Risk Management:
  - i. Maintain a risk register that identifies, evaluates, and proposes mitigations for foreseeable risks, by impact (severity & frequency) - Establish a proactive approach to anticipate and respond to potential challenges and opportunities, for example, by incorporating risk mitigation stories into a prioritized backlog.

## SEC. 3.04 HIPAA SECURITY ASSESSMENT REQUIREMENTS

**Once the contract is executed and prior to beginning any other work under the contract,** the contractor shall work with the DOH Security Office to complete a full DOH/Health Insurance Portability and Accountability Act (HIPAA) Security Assessment for the proposed software or system solution(s). This process and the information required of the contractor is detailed in a NIST CSF Assessment Questions List (see next RFP section).

Follow up clarification questions from the DOH's Security Assessor may be required. **The software or system solution(s) must receive an Authority to Operate (ATO) from the Security Assessor prior to being implemented and deployed. If the ATO is not issued, the State is not responsible for any additional costs and reserves the right to terminate the contract immediately.**

### **SEC. 3.05 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT**

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an Intent to Propose and Non-disclosure Agreement, provided as an attachment to this RFP. The signed agreement must be emailed to the procurement officer as an attachment and the offeror must also provide the phone number and email address of the person who is to receive the file. The file will then be provided by the procurement officer to an offeror via a secure file transfer site or other method.

The procurement officer will not provide this file until receipt of the completed and signed intent to propose and non-disclosure agreement. The State reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to the file, and any proposal submitted from an offeror that does not have a signed NDA will be considered non-responsive."

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an Intent to Propose and Non-disclosure Agreement, provided as an attachment to this RFP. The signed agreement must be emailed to the procurement officer as an attachment and the offeror must also provide the phone number and email address of the person who is to receive the file. The file will then be provided by the procurement officer to an offeror via a secure file transfer site or other method.

The procurement officer will not provide this file until receipt of the completed and signed intent to propose and non-disclosure agreement. The State reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to the file, and any proposal submitted from an offeror that does not have a signed NDA will be considered non-responsive.

### **SEC. 3.06 HIPAA AND HITECH INFORMATION SECURITY AGREEMENT (ISA)**

To further ensure the State meets its legal obligations regarding Protected Health Information, the contractor shall, at all times, meet all requirements set forth in the HIPAA and Health Information Technology for Economic and Clinical Health Act (HITECH) Information Security Agreement (ISA), attached with this RFP as Attachment 8, Appendix F, HIPAA and HITECH Information Security Agreement. This ISA will be included in the fully executed contract.

For DOH IT Security purposes, in the event of any conflict between these requirements and the Business Associate Agreement (BAA), the ISA supersedes the BAA.

### **SEC. 3.07 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS**

Other specific DOH IT-related contractual requirements are provided in Attachment 2 - Submittal Form H – DOH IT Contractual Requirements - SaaS Solutions. The offeror must complete this form in accordance with the provided instructions; space is provided to both choose a response (see the drop-down list) and provide further explanation.

Note that certain initial elements of the HIPAA Security Assessment indicated in Section 3.04 may be completed during the negotiation phase based on the offeror's response to these contractual requirements.

### **SEC. 3.08 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award for approximately one year, with seven additional one-year renewal options to be exercised solely at the discretion of the State.

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 thirty (30) days before the desired date of cancellation.

### **SEC. 3.09 CONTRACT TYPE**

This contract is a firm fixed price contract in accordance with Submittal Form I – Cost Proposal.

### **SEC. 3.10 PAYMENT PROCEDURES**

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

### **SEC. 3.11 CONTRACT PAYMENT**

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

### **SEC. 3.12 LOCATION OF WORK**

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

Travel to other locations will not be required.

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 submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

The offeror must also provide this information when completing the Attachment 2 - Submittal Form H - DOH IT Contractual Requirements - SaaS Solutions.

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

### **SEC. 3.13 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 Submittal Form F – Mandatory Requirements. **Offerors must be specific 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 good or services required by the contract.

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

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

### **SEC. 3.14 JOINT VENTURES**

**Joint ventures will not be allowed.**

### **SEC. 3.15 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. 3.16 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. 3.17 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. 3.18 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. 3.19 CONTRACT CHANGES – ANTICIPATED AMENDMENTS**

In accordance with SOE's intent to pilot NBS version 7.x in a centrally hosted CDC Azure cloud, if approval is received the SOE expects the vendor to work with the SOE in good faith to help determine the exact requirements, scope, deliverables, and reduced cost that would result from this effort. Once these details are determined, a written amendment to the contract will be processed by the procurement officer and signed by the State and the vendor. If the SOE does not receive approval for the CDC Azure cloud, the contract will continue as originally executed (including any subsequent amendments to renew or otherwise modify the contract). The State may also choose to conduct another procurement and/or terminate the contract.

### **SEC. 3.20 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. 3.21 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to, and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the 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. 3.22 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. 3.23 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to 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 \$300,000.00 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 \$300,000.00 combined single limit per claim.

**Professional Liability Insurance:** covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### SEC. 3.24 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all 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 or Appendix E, 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>5</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>10</b>
Submittal Form F – Mandatory Requirements		N/A
Submittal Form G – Subcontractors		N/A
Submittal Form H – IT Contractual Requirements		N/A
Submittal Form I – 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 detail on their specific experience, within the last five (5) years, in IT service management or similar support methodologies to support complex enterprise applications; cloud support and migration; SAS and Structured Query Language (SQL) programming languages for data queries and report generation; utilizing Rhapsody for data integration; full stack development; hosting of the NBS, or an equivalent data system\*, and ability to configure settings to an outside entity's security specifications (for example, those required by a state's IT department); and working with and maintaining cloud-hosted infrastructure in AWS or Azure.

(\*If not specifically an infectious disease surveillance system, offeror must provide schema for their data system.)

Offerors must also provide detail on 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.

For both above, this can include other specific areas of expertise, including the following:

- ELR functionality, including HL7 formatting, and experience with methods of integrating ELR streams into data systems
- eCR and Reportable Conditions Knowledge Management System (RCKMS) functionality and competency with methods of integrating eCR data into surveillance systems
- Onboarding and maintenance of ELR and eCR feeds
- Collaborating with external partners, such as public health agencies, public health laboratories, commercial laboratories, health information exchanges (HIEs), and CDC teams
- Onboarding CDC message mapping guides
- The public health landscape, including National Notifiable Diseases Surveillance System (NNDSS), Data Modernization Initiatives (DMI), NBS specific modernization efforts, as well as the NorthStar Architecture

Offerors must provide two (2) letters of reference that each address performance of deliverables on time and within budget. Offerors must provide resumes for primary project manager and all personnel in lead positions. Letters of reference and resumes will not count against maximum page limits.

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 detail that demonstrates their understanding of the requirements of the project and how to meet the State's needs.

SPECIAL NOTE: The offeror shall not disclose their costs in 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.

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 specifically how they envision pro-active collaboration with the State on this project and the impact of NBS modernization on future functioning.

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, offerors must complete and submit this Submittal Form.

#### **SEC. 4.10 IT CONTRACTUAL REQUIREMENTS – SAAS SOLUTIONS (SUBMITTAL FORM H)**

Offerors must complete and submit this Submittal Form.

#### **SEC. 4.11 COST PROPOSAL (SUBMITTAL FORM I)**

Offerors must complete and submit this Submittal Form. Proposed costs must contain all direct and indirect costs associated with the performance of the contract, including, but not limited to, security assessment, 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 (3) 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 the State, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, 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)	150
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	150
	Total	600

Cost Criteria		Weight
Cost Proposal	(Submittal Form I)	300
	Total	300

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:

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

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

**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 (20%)**

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

- 1) How well did the offeror detail their specific experience, within the last five (5) years, in IT service management or similar support methodologies to support complex enterprise applications; cloud support and migration; SAS and SQL programming languages, for data queries and report generation; utilizing Rhapsody for data integration; full stack development; hosting of the NBS or an equivalent data system, and ability to configure settings to an outside entity's security specifications; and working with and maintaining cloud-hosted infrastructure in AWS or Azure?
- 2) How well did the offeror detail the primary project manager's specific experience, in the last five (5) years, in projects of a similar nature and the directly related experience of the overall project team identified in Submittal Form A?
- 3) To what degree did the offeror include other specific areas of expertise?
- 4) To what extent do the resumes of primary the project manager and all lead personnel demonstrate backgrounds that would be desirable for individuals engaged in the work this project requires?
- 5) 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 (15%)**

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

- 1) How well did the offeror demonstrate their understanding of the project requirements and how to meet the State's needs?

### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)**

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

- 1) How well did the offeror demonstrate the methodology they will employ and how the methodology will serve to accomplish the work and meet the State's needs?

### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (15%)**

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

- 1) How well did the offeror demonstrate their management plan and how that plan will serve to accomplish the work and meet the State's needs?

- 2) 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 **30%** 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.**

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

**Offeror #3 receives 336.8 points.**

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

## 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’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 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 one hundred-eighty (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 COST REASONABLENESS

Prior to conducting contract negotiations, the procurement officer may perform a cost reasonableness assessment of proposals in the following manner:

- a) If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state may proceed to invite the highest ranked offeror to contract negotiations.
- b) If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

## SEC. 5.15 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest or second highest ranked proposal. The intent of negotiations is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. It is also to allow the State to do the same, including the offeror's response to the DOT IT Contractual Requirements.

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

An invitation to the negotiation period does not constitute a legally binding offer to enter into a contract on the part of the State or the offeror. If at any time during the negotiation period, if the State is not satisfied with the progress being made by the selected offeror, or if the offeror:

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

The State may terminate negotiations with the offeror initially selected and commence negotiations with an alternative offeror.

## SEC. 5.16 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 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 contact 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. 6.21 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 (10) 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 (Attached Separately):**

- 1) Submittal Forms A – G
- 2) Submittal Form H - DOH IT Contractual Requirements - SaaS Solutions
- 3) Submittal Form I – Cost Proposal
- 4) Non-Disclosure Agreement and Intent to Propose for RFP
- 5) Table of Acronyms
- 6) Standard Agreement Form – Appendix A – Terms and Conditions
- 7) Appendix E, SOA, DOH – HIPAA Business Associate Agreement
- 8) Appendix F, HIPAA and HITECH Information Security Agreement (ISA)