

STATE OF ALASKA REQUEST FOR PROPOSALS



HEALTH FACILITY DATA REPORTING PROGRAM

RFP 2025-1600-0053

ISSUED 27 JAN 2025

THE DEPARTMENT OF HEALTH (DOH), DIVISION OF PUBLIC HEALTH (DPH) IS SOLICITING PROPOSALS FOR THE DATA CLEARINGHOUSE SERVICE FOR HEALTH FACILITY DATA REPORTING PROGRAM.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Public Health (DPH), is soliciting proposals for the Health Facility Data Reporting Program (HFDR), which collects inpatient and outpatient discharge data from Alaska health facilities including hospitals, ambulatory surgery centers, and diagnostic testing facilities. The data is used to support health care services research and public health program and evaluation across DOH. Facilities submit data to a HIPAA-compliant third-party data clearinghouse which prepares a usable dataset for the state. Hospitals and certain other facilities are mandated to submit these data under regulations 7 AAC 27.660.

SEC. 1.02 BUDGET

The Department of Health (DOH), Division of Public Health (DPH), estimates a budget of \$725,000.00. While proposals in excess of this budget will not be considered non-responsive, offerors are expected to be competitive and take the budget into consideration when developing their cost proposals.

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 **2:30 P.M.** prevailing Alaska Time on **February 27, 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 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 proposal 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 at least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

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

SEC. 1.07 RETURN INSTRUCTIONS

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

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

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

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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	12:00 P.M.	1/27/2025
Deadline to Submit Questions	11:59 P.M.	2/15/2025
Deadline for Receipt of Proposals / Proposal Due Date	2:30 P.M.	2/27/2025
Proposal Evaluations Complete	5:00 P.M.	3/20/2025
Notice of Intent to Award	8:00 A.M.	3/27/2025
Contract Issued	8:00 A.M.	7/1/2025

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

The Alaska Health Facilities Data Reporting Program (HFDR) is governed by regulations 7 AAC 27.660 Article 14, Health Care Facility Discharge Data Reporting. The HFDR collects inpatient and outpatient discharge data from Alaska health care facilities. There are up to fifty facilities reporting. These facilities include private, municipal, state, or federal hospitals; hospitals operated by Alaska Native organizations; psychiatric hospitals; independent diagnostic testing facilities; residential psychiatric treatment centers; intermediate care facilities; and ambulatory surgical facilities. As of January 2025, there are 17 ambulatory surgery centers, 21 community hospitals, and 3 specialty hospitals that report to the HFDR.

The data collected from these facilities comprise the Alaska Inpatient Database and the Alaska Outpatient Database. Health facilities discharge data show use of health services and provide evidence of the conditions for which people receive treatment. Population health status assessment, analysis of health care utilization trends, and health system planning are examples of uses of the data from the reporting program. The information can inform planning and decision making at all levels, including facilities, communities, and the state. Data provide valuable information for emerging issues in health status and health service delivery and needs for expanded services and facilities. Data is required to be submitted on a quarterly basis, no later than two calendar months after the end of a calendar quarter, according to the following schedule:

Table 1: Data Submittal Schedule

Patient's date of discharge:	Data record due:
January 1 - March 31	May 31
April 1 - June 30	August 31
July 1 - September 30	November 30
October 1 - December 31	February 28

The facility will submit a discharge data record for each patient discharged. The record layout for data submittal follows the Uniform Billing Form (UB-04) data specifications and indicates which elements are required. The layout provides for one "type A" record which contains the facility and patient demographic information and location of service, one or more "type B" records showing the revenue codes and associated information, and one or more "type C" records as needed to show all of the diagnoses and procedures associated with the patient's stay.

Ambulatory surgical facilities or other facilities which do not use the UB-04 form may submit data in an alternate format as arranged by the data clearinghouse.

Data files are submitted electronically to the data clearinghouse, which processes and validates the records. The data clearinghouse returns a summary and error/validation report to the reporting entity, so that the file can be corrected and resubmitted as needed. Facilities are responsible for submitting the corrected data file promptly; corrected files should be re-submitted within one calendar month (30 days) of the reporting deadline for the quarter.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Health, Division of Public Health, is soliciting proposals for The Health Facility Data Reporting Program which collects inpatient and outpatient discharge data from hospitals, ambulatory surgery centers, and diagnostic testing facilities. This data is used to support health care services research and public health program and evaluation across DOH. Facilities submit data to a HIPAA-compliant third-party data clearinghouse which prepares a usable dataset for the state. Hospitals and certain other facilities are mandated to report these data under regulations 7 AAC 27.660.

The services required by the contract include:

- Collecting inpatient and outpatient data from Alaska hospitals and other health care facilities, including providing technical assistance on the quarterly reporting process to facilities.
- Performing necessary validation and data cleaning, obtaining corrected data sets from reporting facilities as needed.
- Making the aggregate data set available to DOH.
- Providing standard reports to each participating hospital, summarizing the facility's own data and the state summary roll-up, with copies provided to the project director.
- Submission of data to the Agency for Healthcare Research & Quality Healthcare Cost & Utilization Project (HCUP).

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. Obtain, complete, and submit the DOH HIPAA Security Assessment Controls Document as outlined in **SEC 3.03 HIPAA SECURITY ASSESSMENT REQUIREMENTS** below. Indicate cost for the assessment on **SUBMITTAL FORM H-COST PROPOSAL. SPECIAL NOTE: An Assessment** is due before a contract may be awarded. Subsequent **Assessments** are due every Three (3) years.
2. Collect inpatient and outpatient discharge data from Alaska healthcare facilities that are required to report under 7 AAC 27.660. There are currently around 40 facilities, but this number may increase up to 50.
3. Securely maintain Alaska dataset in a HIPAA compliant manner that limits access to only those people who need access. Provide a list of everyone who has access to the Alaska dataset upon request from DOH.
4. Provide technical assistance to facilities to support the reporting process both on a one-on-one basis and via teleconference as needed.
5. Perform edits for missing data or inconsistent values and formats, obtain corrected data sets when necessary, and repeat this process until data meets a level of data quality that satisfies DOH and meets Agency for Healthcare Research & Quality (AHRQ) submission standards and requirements.
6. Work to ensure accurate, high-quality data, where person-level data is comparable with prior program years. We need to be able to track unduplicated patients within and across years of data to account for multiple encounters including inpatient and outpatient.
7. Keep program manager apprised of facility reporting progress, including quarterly reports to program manager showing number of records submitted for inpatient data and outpatient data by each hospital for each month.

8. Email notifications of missed deadlines to facilities that have not submitted complete data on the day following the required quarterly submission deadline. Email a second notification to facilities that have still not submitted within 15 days following the first notification. Email and a third notification to facilities that have still not submitted within 15 days following the second notification and notify program manager of facilities still not reporting after the third notification.
9. Return data to DOH staff via a secure protocol (ASCII format with documentation of format and code definitions).
10. Provide technical support, guidance, and submission process training as needed to DOH staff.
11. Return data to DOH in a timely fashion, for example before April 30, 2025 for calendar year 2024 data.
12. As part of the DOH dataset, provide an encrypted and unencrypted Social Security Number for each facility visit to allow tracking of an individual with multiple visits and/or multiple facilities.
13. Provide standard reports to each participating hospital, summarizing the facility's discharges and the state summary roll-up, with copies to be provided to the Health Facility Data Reporting program manager.
14. Provision of an annual market coverage report to each facility, and the state program manager, detailing the count and percent of each patient zip code that visited the facility in the reporting year.
15. In addition to the quarterly edit checks, perform annual error edit report to monitor progress of eliminating errors by facility.
16. Allow requests for additional optional reports or datasets from reporting facilities via, and with the approval, of the State Program manager. These reports/datasets are to be provided at the requesting facility's expense.
17. Submit a data set to the U.S. Department of Health and Human Services' Agency for Healthcare Research and Quality Hospital Cost and Utilization Project (HCUP) in HCUP's specified format, provided the required agreement between HCUP and State of Alaska DOH is in place.
18. Provision of an annual list of facilities that no longer report (Program either they have closed or changed names.) An annual list of new reporting facilities (either newly opened or changed names.)
19. Provision of an annual combined submission error edit report for DOH that lists the specific error edit counts and rates with a year-to-year comparison by error.
20. Provision of an immediate notification and report in the event of a data/security breach. For example, a facility does not send information securely, or someone hacks into their system.
21. Providing, or accepting from the DOH, a method of encryption and deidentification of collected data into a repeatable case level identifier. This allows for other databases, such as registries, to provide personal identifiers to contractor for encryption that will allow HFDR and other databases to be linked by the encrypted identifiers. The method of encryption will be owned by the DOH.
22. Milestones/Timeline: Data is required to be submitted on a quarterly basis, no later than two calendar months after the end of a calendar quarter, according to the following schedule:

Table 1: Data Submittal Schedule

Patient's date of discharge:	Data record due:
January 1 - March 31	May 31
April 1 - June 30	August 31
July 1 - September 30	November 30
October 1 - December 31	February 28

NOTE: *Healthcare facility or “facility” as contemplated by this Agreement shall include Alaska hospitals, ambulatory surgical centers, and independent diagnostic testing facilities.*

SEC. 3.03 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 Department of Health Security Office to complete a full Health Insurance and Portability Act (HIPAA) Security Assessment for the proposed software or system solution(s). This process and the information required of the contractor is detailed in an DOH HIPAA Security Assessment Controls document (see next RFP section).

Follow up clarification questions from the State’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 to contract immediately.**

All contractor costs for the security assessment must be included in the offeror’s cost proposal as instructed by RFP Section 4.10 and Submittal Form G. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

SEC. 3.04 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

To obtain the DOH HIPAA Security Assessment Controls, the offeror must complete and submit an intent to propose and non-disclosure agreement (NDA), 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 the 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 already have a signed NDA will be considered non-responsive.

SEC. 3.05 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 Appendix E – Information Security Agreement (ISA). This ISA will be included in the fully executed contract.

For IT Security purposes, in the event of any conflict between these requirements and the Business Associates Agreement (BAA, see Section 6.04), the ISA supersedes the BAA.

SEC. 3.06 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific IT-related contractual requirements are provided in Submittal Form G. The offeror must complete this form in accordance with instructions provided; space is provided for choosing a response (see the drop-down list) **and** providing further explanation.

Note that in some cases, 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. 3.07 CONTRACT TERM AND WORK SCHEDULE

The resultant contract of this solicitation is for an initial 2-year term, commencing July 1, 2025. There are four (4) planned 2-year optional renewals. If all optional renewals are exercised, the contract will run through June 30, 2035.

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

SEC. 3.08 CONTRACT TYPE

This contract is a fixed-price, professional services contract.

SEC. 3.09 PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report, including data submissions as required under quarterly reporting. No payment will be made until the progress report, Quarterly Data Submission Reports and invoice has been approved by the project director.

SEC. 3.10 CONTRACT PAYMENT

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

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

SEC. 3.11 CONTRACT PRICE ADJUSTMENTS

Contract prices will remain firm through June 30, 2035.

SEC. 3.12 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the contractor's worksite.

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

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must 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, IT Contractual Requirements Submittal Form.

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

SEC. 3.13 THIRD-PARTY SERVICE PROVIDERS

Third-Party Service providers will not be allowed.

SEC. 3.14 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.15 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.16 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. 3.17 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 - 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. 3.20 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.21 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. 3.22 INSURANCE REQUIREMENTS

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

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

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

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

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

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. 3.23 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 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
Submittal Form B – Experience and Qualifications	NO	5
Submittal Form C – Understanding of the Project	NO	5
Submittal Form D – Methodology Used for the Project	NO	5
Submittal Form E – Management Plan for the Project	NO	5
Submittal Form F – Mandatory Requirements		N/A
Submittal Form G – IT Contractual Requirements		N/A
Submittal Form H – Cost Proposal		N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

1. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:
 - a. Title.
 - b. resume.
 - c. location(s) where work will be performed.
 - d. an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. **NOTE: Organizational Charts and resumes are expected as an attachment to Submittal Form B. The attachments WILL NOT count toward the page limit as describe on the submittal form and Section 4.02.**
2. Offerors must provide detail on their specific experience in developing and maintaining data warehouse services for health facilities warehouse discharge data reporting, utilizing the Uniform Billing Form (UB-04), processing and validating medical record submissions, and providing technical assistance to reporting parties and end-users.
3. Offerors must also provide detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A.
4. For both above, this can include other specific areas of expertise, including developing and maintaining HIPAA compliant data clearinghouses, utilizing standardized medical coding, data cleaning and aggregation, creating tailored technical reports, and providing services for public health organizations.
5. 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 and 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, the project schedule and how to meet the state's needs.

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

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

Offerors must provide comprehensive narrative statements that demonstrate and detail the methodology they will employ and how the methodology will serve to accomplish the work and meet the project schedule and the state's needs.

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

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 and 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 IT CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences as outlined in Sections 5.09 – 5.13.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria		Weight
Responsiveness		Pass/Fail
Mandatory Requirements Compliance	(Submittal Form F)	Pass/Fail
Information Technology Contractual Requirements	(Submittal Form G)	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	300
Understanding of the Project	(Submittal Form C)	50
Methodology Used for the Project	(Submittal Form D)	50
Management Plan for the Project	(Submittal Form E)	100
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form H)	400

Total 400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

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

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
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

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

Combined PEC Score (30) x 2.5 = Points Awarded (75)

Offeror 2 was awarded 50 points:

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

Combined PEC Score (20) x 2.5 = Points Awarded (50)

Offeror 3 was awarded 100 points:

Maximum Points Available (100)

= 2.5

Maximum Combined PEC Score Possible (40)

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion Proposals will be evaluated against the questions set out below:

1. Questions regarding the personnel:
 - a. Do the individuals assigned to the project have experience on similar projects?
 - b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work required by the project?
 - c. How extensive is the applicable education and experience of the personnel designated to work on the project?
 - d. Has the offeror described or otherwise demonstrated the organization of the project team and the individual(s) responsible for and accountable for the completion of each component and deliverable of the RFP?
2. Questions regarding the firm:
 - a. How well has the firm demonstrated experience in completing similar projects on time and within budget?
 - b. How successful is the general history of the firm regarding timely and successful completion of projects?
 - c. Has the firm provided letters of reference from previous clients?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

1. How well did the offeror demonstrate their understanding of the project requirements and how to meet the state's needs?
2. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
3. How well has the offeror identified pertinent issues and potential problems related to the project?
4. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
5. Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

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?
2. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
3. How well does the methodology match and achieve the objectives set out in the RFP?

4. Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

1. How well did the offeror describe their management plan and how that plan will service 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?
3. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
4. How well is accountability completely and clearly defined?
5. Is the organization of the project team clear?
6. How well does the management plan illustrate the lines of authority and communication?
7. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to successfully perform the work?
8. Does it appear that the offeror can meet the schedule set out in the RFP?
9. To what degree is the proposal practical and feasible?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$42,750$ cost of Offeror #2's proposal = **374.3**

Offeror #3 receives 336.8 points.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$47,500$ cost of Offeror #3's proposal = **336.8**

SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- Alaska Products Preference – AS 36.30.332
- Recycled Products Preference – AS 36.30.337
- Local Agriculture and Fisheries Products Preference – AS 36.15.050
- Employment Program Preference – AS 36.30.321(b)
- Alaskans with Disabilities Preference – AS 36.30.321(d)
- Alaska Veteran's Preference – AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.12 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

Alaska Military Skills Program Preference Certification

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

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the procurement officer at time of proposal submission. Offerors must provide clarification or additional information requested by the procurement officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the offeror not receiving the Military Skills Program 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)
Offeror #3	900 points (800 points + 100 points)

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(s) 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.13 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. 6.14 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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. 6.20 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;

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

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Form H, Cost Proposal
- 2) Submittal Forms A – F
- 3) Submittal Form G - IT Contractual Requirements (SaaS)
- 4) Standard Agreement Form - Appendix A
- 5) ISA- HIPAA and HITECH Information Security Agreement-Appendix E
- 6) HIPAA BAA
- 7) Intent to Propose/Non-Disclosure Agreement (NDA)