

# STATE OF ALASKA REQUEST FOR PROPOSALS



## VACTRAK IMMUNIZATION INFORMATION SYSTEM

RFP 2026-1600-0027

ISSUED 8/20/2025 (REVISED 9/15/2025)

THE DEPARTMENT OF HEALTH, DIVISION OF PUBLIC HEALTH, IS SOLICITING PROPOSALS FOR A QUALIFIED CONTRACTOR TO PROVIDE AND SUPPORT AN IMMUNIZATION INFORMATION SYSTEM (IIS), VACTRAK, FOR THE STATE OF ALASKA.

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF PUBLIC HEALTH

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

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

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SECTION 1.01 PURPOSE OF THE RFP**

The Department of Health, Division of Public Health (DPH), is soliciting proposals for a contractor to provide and support an Immunization Information System (IIS) for the State of Alaska. The contractor's IIS will need to house and support the data within the current Alaska IIS (VacTrAK), as well as having the IIS maintain connections with healthcare providers to enter new data. All data entered into the IIS must be accessible via cloud-based computing and protected in accordance with all IIS standards (both federal and state regulations). The IIS will consist of, at a minimum, a registry, inventory management system, and data exchange modules.

### **SECTION 1.02 BUDGET**

DPH estimates a maximum budget of \$11,000,000 for the entirety of this contract. Proposals priced at more than this amount will not be considered non-responsive, however, the State expects offerors to be as competitive as possible with their cost proposals.

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

### **SECTION 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00pm prevailing Alaska Time on September 24, 2025. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### **SECTION 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.

### **SECTION 1.05 REQUIRED REVIEW**

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

### **SECTION 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.

## SECTION 1.07 RETURN INSTRUCTIONS

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

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

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

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

## SECTION 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.

## SECTION 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.

## SECTION 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.

## SECTION 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		8/20/2025
Deadline to Submit Questions		9/14/2025
Non-Disclosure Agreement per Sec. 3.05		
Deadline for Receipt of Proposals / Proposal Due Date	2:00pm	9/24/2025

<b>Estimated</b> Proposal Evaluations Start		9/26/2025
<b>Estimated</b> Demonstrations Complete		10/17/2025
<b>Estimated</b> Notice of Intent to Award		11/14/2025
<b>Estimated</b> Contract Issued		11/24/2025

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.

## SECTION 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.

## SECTION 1.13 NEWS RELEASES

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

## SECTION 1.14 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference via Microsoft Teams Meeting will be held **8:30am Alaska Time on Thursday, August 28, 2025**. The purpose of this teleconference will be to read through portions of the Request for Proposal (RFP), discuss the work to be performed with prospective offerors. Any questions that potential offerors have must be sent to the procurement officer in writing. An official question and answer amendment will be issued as soon as possible after the teleconference.

## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 238 127 264 848

Passcode: BV7d2Sr9

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### Dial in by phone

[+1 907-202-7104,,803545172#](#) United States, Anchorage

[Find a local number](#)

Phone conference ID: 803 545 172#

### Join on a video conferencing device

Tenant key: 260748889@t.plcm.vc

Video ID: 117 848 661 3

Offerors with a disability needing accommodations should contact the procurement officer prior to the date set for the pre-proposal teleconference so that reasonable accommodation can be made.

## ARTICLE II. BACKGROUND INFORMATION

### SECTION 2.01 GOALS AND OBJECTIVES

The critical goals and objectives of this contract include successfully implementing and managing a cloud-based system that:

- Requires minimal configuration by state personnel to meet system requirements, maintains IIS Functional Standards, is HIPAA-compliant, meets DOH IT standards, and provides built-in analytics;
- Is flexible, scalable for growth, adaptable for future health crises, support integration needs, and user friendly; and
- Completes CDC and Office of the National Coordinator of Health IT's (ONC) IIS Data Quality Certification requirements, once available.

### SECTION 2.02 BACKGROUND INFORMATION

The Alaska immunization information system (IIS), VacTrAK, is a web-based, confidential, population-based, system that maintains immunization information for Alaskans of all ages. All health care providers are required to report administered immunizations to VacTrAK, within 14 days of administration. The reporting requirement is applicable for any vaccine administered, including state supplied and privately purchased vaccine. 7 AAC 27.650, Effective 12/29/2013

VacTrAK provides immunization resource management, administration tools to track patients, entry of demographic and vaccination information, and can generate reports. It is used to manage vaccine inventory and state supplied vaccine orders. VacTrAK helps public health agencies and health care providers make informed decisions to improve the health of individuals and the entire community. VacTrAK benefits from a consortium model where jurisdictions can collaborate with a vendor on various improvements and projects.

Successful implementation is critical for the public and providers' adoption of the IIS and ability to improve individual, family, and community health outcomes. State and health care users constitute a critical user base that will use the IIS to support local, state, and federal health initiatives and research. The IIS services are vital for individuals, families, and health care providers to be able to track required immunizations for school, work, and travel and to address health matters through a user-friendly system that utilizes data input by providers and retrieved from System storage or integrations with other systems.

#### Current IIS Information:

STChealth, LLC has been Alaska's IIS vendor since 2009. The Alaska IIS (VacTrAK) contains:

<b>Category</b>	<b>Count*</b>
<b>Active Organizations</b>	403
<b>Active Facilities</b>	Total – 850 <ul style="list-style-type: none"><li>• Vaccine for Children Facilities (VFC) – 155</li><li>• Alaska Vaccine Assessment Program (AVAP) facilities - 31</li><li>• Facilities not enrolled in VFC or AVAP (including pharmacies, non-vaccinating facilities, and schools) – 664</li></ul>
<b>Active Patients</b>	1,668,153
<b>Total Vaccinations</b>	17,613,646

<b>Active Users</b>	4,076 (including no login HL7)
<b>Active Interface HL7 Connections</b>	120
<b>HL7 Message Volume (2024)</b>	4,398,782

\*As of December 31, 2024

VacTrAK users currently utilize the following modules:

- Vaccine Registry with consolidated patient records, deduplication, clinical decision support tools for Advisory Committee on Immunization Practice (ACIP) forecast recommendations, coverage rate reports, reminder and recall functions for notification of patients due for vaccine. VFC enrollment and VFC Provider Agreements are managed in iWeb.
- A vaccine ordering and management system Allows for streamlined management of vaccine supplies (both public and private) for both manual entry and EHR connected providers, compliant with CDC’s Vaccine Tracking System (VTrckS), and provides a convenient way to handle orders directly from within the IIS. Vaccine Accountability is an important functionality in VOMS utilized by Alaska. Alaska also follows the Kaiser Permanente hub-spoke model for vaccine distribution.
- Interface: Interoperability supports high-quality HL7 messaging and allows for bidirectional transport of data in a clean and easy to administer format following multiple transport methods endorsed by CDC, including the Simple Object Access Protocol (SOAP) standard Interface and Web Services Definition Language (WSDL).
- A learning management system (LMS) platform that enables immunization programs to create a course catalog, course reports and quizzes, as well track participant’s completion status and scores through a course gradebook.

Other Immunization Software:

- Alaska’s consumer access is provided by Docket Health, Inc. beginning 2022, with a contract through June 2027.

**Strengths and Opportunities:**

- VacTrAK is integrated with the Immunization Gateway (IZ Gateway), which enables sharing immunization data between jurisdictions and federal entities.
- The state of Alaska requires reporting of all vaccinations administered in the state, regardless of age and funding source. Patients are unable to opt out of VacTrAK.
- A connection to the state Health Information Exchange (HIE) could provide an opportunity for broader vaccine data access, especially to non-vaccinating health care providers.
- VacTrAK is midway through modernization efforts, with goals of streamlining reporting processes and data sharing.
- Accountability systems exist within the IIS that facilitate tracking and order holds as appropriate.
- VacTrAK has established connectivity to immunization providers throughout the state which enables automated reporting from facility-level electronic health record systems.

**Existing Challenges:**

- Given the structure of vaccine distribution in Alaska, we need to ensure distribution tracking works within the IIS for our hub-and-spoke model health systems (Kaiser model).
- Shipping to certain areas of Alaska requires passthrough/package interception by Anchorage staff. The CDC VTrckS files for CDC upload often require adjustment to accommodate variation in carrier/courier availability and transition.

## ARTICLE III. SCOPE OF WORK & CONTRACT INFORMATION

### SECTION 3.01 SCOPE OF WORK

The contractor will implement and manage a cloud-based solution to support a variety of functions and associated services designed to support Alaskans' immunizations and immunization management, including functionality designed for a variety of stakeholders (DOH staff, health care providers, school nurse staff, and the public). The IIS is expected to meet the Centers for Disease Control and Prevention's (CDC) current [IIS Functional Standards](#) and the Alaska Department of Health Security Office requirements (section 3.05). After implementation, the contractor shall provide maintenance and operations and enhancement services. The contractor will complete the CDC and Office of the National Coordinator of Health IT's (ONC) IIS Data Quality Certification requirements, once available, following a timeline mutually agreed upon.

The Alaska IIS requires 3 environments:

1. VacTrAK Production
2. VacTrAK Test - Refresh TEST VacTrAK environment with copy of production data at least once annually; implementation date to be approved by Immunization Program Manager.
3. User Acceptance Testing (UAT) – an environment with no Alaska patient data

All environments must include the following system functionality:

1. Registry: Vaccine Registry with consolidated patient records, deduplication, clinical decision support tools to ACIP forecast recommendations.
2. Reporting: Available reporting functionality to include but not limited to official vaccination records, coverage rates, doses administered, inventory reports, reminder and recall, and IQIP. Reports may be scheduled and autosent. Reports not managed directly within the system, will be customizable and shared with Alaska through Secure File Transfer Protocol (SFTP) or other secure means outlined by vendor. All NIS and CDC data files will also be available to Alaska at least 48 hours prior to submission deadlines.
3. Functionality to support VFC and AVAP Programs: Bi-annual enrollment and provider agreements. VOMS (Vaccine Ordering and Management System): Allows for streamlined management of vaccine (both public and private) for both manual entry and EHR connected providers, compliant with [CDC's Vaccine Tracking System \(VTrckS\)](#), provides a convenient way to handle orders directly from within the IIS, and can track provider accountability.
4. Integration Center: Interoperability supports high-quality HL7 messaging and allows for bidirectional transport of data in a clean and easy to administer format following multiple transport methods endorsed by CDC, including the Simple Object Access Protocol (SOAP) standard Interface and Web Services Definition Language (WSDL Message statistics are available to Immunization Program IIS for all interface connections). The vendor shall transition all interface connections with the production environment in addition to select connections to the replicate environment. The integration center will also be used to implement Immunization Gateway connections following CDC requirements under the IZ Gateway Multi-Jurisdictional Vaccine Provider Organization and Jurisdiction Data Exchange Agreement for interjurisdiction data exchange, federal partner data exchange, and automated data reporting to the CDC.
5. Documentation/Training: updated and accessible resources (including Standard Operating Procedures) for state and end users.

6. Communication: configurable messaging to users through system (i.e., pop up messages, emails, automated reports, outage notification, etc.).

In addition, the contractor will be required to:

1. Ensure that Alaska's IIS, meets all applicable regulatory State and federal requirements.
2. Provide on a timely basis, price quotes and system modifications documentation, as needed to assist the State in obtaining State or federal funding.
3. Provide the State with all new patch/fix releases and/or version upgrades to system applications at no cost to the State.
4. Provide means to perform data extractions and assist in data analysis, by customized flat file data extraction and/or access to database.

## SECTION 3.02 SERVICE LEVEL AGREEMENT

The contractor must consistently meet or exceed the following Service Level Agreement (SLA) requirements that includes the 9 topics below. Each SLA topic establishes the performance standards expected by the State in a particular area and implications of meeting versus failing to meet the SLAs, as applicable

SLAs and associated Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during contract negotiation period (Section 5.17), or the term of the contract to align with changes in VacTrAK Immunization Information System (IIS) services. The State will work with the contractor to return to the required service levels when SLAs are impacted due to circumstances beyond the control of the contractor. The contractor must deduct any amount due because of compliance issues from future invoices. The State reserves the right to seek any other remedies under the contract.

### **SLAs and Performance Monitoring**

The KPIs used to define the following service levels are an adjunct to the performance standards. The State has identified the KPIs to be key indicators of the offeror's operational performance. Failure to achieve a KPI may, at the discretion of the State, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. The Agency reserves the right to promote any performance metric to the status of KPI.

### **Corrective Action**

The offeror must submit a written Corrective Action Plan (CAP) to the State for unmet SLAs no later than 10 business days from the date the Agency requests the CAP. The State will consider extensions to the 10-day timeline on a case-by-case basis. The CAP will include, at a minimum, deficient SLA(s); full description of the issue; root cause analysis; risks related to the issue; resolution, including any failed solutions implemented prior to resolution; and proposed corrective action to avoid missing the SLA in the future. The offeror will implement the proposed corrective action only upon State approval of the CAP.

### **SLAs**

The following SLAs cover descriptions, compliance, and calculation information. Penalty payments will be calculated and applied based on the prior month's performance (e.g., January penalties applied to the February invoice). A CAP may apply to the SLAs if the KPI metric is not achieved.

**1. Solution Availability:** The percentage of possible uptime in a month that the solution is available to authorized users or to perform in a backup capacity, including all weekends and holidays. Negotiated downtime for system maintenance during off-peak hours is not included in the calculation of solution availability.

- a) Up to 5% of the monthly Maintenance and Operations fee may be deducted, calculated at 1% for each standard not met in a given month.
- b) Performance Standards:
  - 1. Authorized IIS service user access must be available at least 99.99% of the time, 24/7, excluding planned maintenance. The production environment and network connectivity should be accessible 99.99% of the time, except for scheduled downtime for maintenance and upgrades.
  - 2. The testing environment is allowed up to 10% downtime for maintenance and upgrades.
  - 3. The UAT environment is allowed up to 10% downtime for maintenance and upgrades.
  - 4. Refresh and maintenance should occur during off-peak hours to minimize portal usage impact.
  - 5. Failover availability must be 24/7, with cloud-based services configured for active data restoration, as documented in the technical specification.
- c) Reporting: By the 10th of each month, the offeror is to report on this KPI as follows: the previous month's availability, detailing daily accounting of downtime minutes during the scheduled availability period; a total accounting of downtime minutes per month during the scheduled availability period; percentage of downtime as measured against KPI metrics; production normal business downtime; production other downtime; failover downtime; offeror network connectivity downtime; test environment downtime; training environment downtime; refresh and maintenance activities outside KPI designated time; and failover downtime.

**2. Solution Performance:** The IIS Solution Performance Service Level is defined as the response time for all solution components and user interactions initiated by authorized solution users.

- a) Compliance and Calculation: Up to 3% of the monthly Maintenance and Operations fee may be deducted, calculated at 0.5% for each standard not met during the prior month.
- b) Performance Standards:
  - 1. Incoming immunization data shall be uploaded accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
  - 2. Incoming immunization data shall be uploaded within 15 minutes of receipt 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
  - 3. Workflows shall be performing accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
  - 4. Rules shall be applied accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
  - 5. Communications to system users shall be performing accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.

6. The user interface shall be performing 99.99% of the time in the production environment, 4 most highly used browsers in the U.S., 24 hours per day, 7 days per week, except for scheduled downtime.
- c) Reporting: By the 10th of each month, the offeror is to report on this KPI as follows: system usage and responsiveness, accuracy and timeliness of immunization data uploads, workflows, rules application, communications, and user interface performance in the production environment, with seconds as the unit of measure, to demonstrate compliance with the solution performance standards.
3. **Operations Issue Management:** The approach, policies, and procedures used by the offeror to manage issues with the IIS services as they occur. The following definitions describe the levels of issues included in the performance standards. Critical: System failure and no further processing is possible, confidentiality or privacy is breached, healthcare data are lost or have the potential to be lost, or no workarounds are available to allow business to continue. The potential for data corruption or complete loss of service is time sensitive and any delay could result in catastrophic failure. High: Unable to proceed with selected function or dependents, user-facing service is down for a subset of users, or core functionality is significantly impacted. Medium: Restricted function capability, a minor inconvenience to customers with an available work-around, or usable performance degradation; however, processing can continue. Low: Minor cosmetic change needed. Acknowledgement and resolution times will be set for each level and mutually agreed upon.
    - a) Compliance and Calculation: Up to 2% of the Maintenance and Operations fee may be deducted, calculated at 1% for each standard not met in a given month.
    - b) Performance Standards:
      1. 99% of issues are solved within the established time frames.
      2. The State is notified of 100% of issues within the established time frames.
    - c) Reporting: By the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: The previous month's performance to include issue resolution as measured against the KPI metric and notification response as measured against the KPI metric. Issue report for previous month's critical and high-level issues will include affected area of the solution; date of report and issue; reference number; issue start time, end time, and type; impact severity; detailed description of the issue and description of the immediate resolution; description of the permanent resolution; and party responsible for the resolution.
  4. **Disaster Recovery and Business Continuity:** The planning and preparation of the offeror to make sure it overcomes serious incidents or disasters and resumes its normal operations within a reasonably short period. The offeror is to provide a Disaster Recovery and Business Continuity Plan that establishes continuity measures and recovery times from system failures including failover, timelines, and locations. Recovery times should not only address data loss and the time required to restore the database, but should also consider data collection, data staging, and "catch-up" processing times.
    - a) Compliance and Calculation: Up to 2% of the monthly Maintenance and Operations fee may be deducted, calculated at 1% for each standard not met in a given month.
    - b) Performance Standards:
      1. In the event of a solution/system failure, all systems should be restored and operation within two hours.

2. Restore any data set or transaction log from the backup medium within two hours of the notification that a restoration is needed.
  - c) Reporting: By the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: The previous month's performance, to include report of any system outages/failures/disaster events, State notification time, and resolution time
- 5. Database Solution Updates:** The activities necessary to maintain current and accurate data as required to provide the IIS services outlined in the RFP.
- a) Compliance and Calculation: Up to 5% of the monthly Maintenance and Operations fee may be deducted, calculated at 1% for each standard not met in a given month.
  - b) Performance Standards:
    1. Error Resolution Turnaround Time: Resolve database errors reported by users within one business day of error detection.
    2. Daily Backups: Complete daily backups before the start of business based on the solution availability.
    3. Monthly Backups: Complete monthly backups before the second day of the month following the month to be backed up.
    4. Data from interfaces with external and internal data sources are made available within one hour of receiving data.
    5. Data refreshes should be completed within two business days.
  - c) Reporting: by the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: Error resolution turnaround time report; backup time report including daily, weekly, and monthly; interface reports including imports and exports; and data refresh.
- 6. Data Quality:** The overall utility of the dataset(s) as a function of the ability of its qualitative and quantitative variables to be easily and accurately processed and analyzed. Quality of the data provided in the IIS services is validated and reconciled from all data sources against pre-defined quality control criteria for individual values. Data Defect is a data element that does not conform to business and data validation rules as prescribed in the IIS.
- a) Compliance and Calculation: Up to 3% of the monthly Maintenance and Operations fee may be deducted, calculated at 0.5% for each standard not met during the prior month.
  - b) Performance Standards:
    1. IIS data shall be reconciled 100% to pre-determined data standards.
    2. Discrepancies shall be resolved within one calendar day of receipt of the data.
    3. Users shall be notified of discrepancies within one hour of identification.
    4. Data submitting organizations and the State shall be notified of data quality defects within 24 hours of discovery.
    5. Corrections to the data shall be applied within 24 hours of receipt of instruction from the data submitting organization.
    6. The State shall be notified of corrections within 48 hours of application.
  - c) Reporting: By the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: A monthly data reconciliation report. Identified data discrepancies, the time period for resolving those discrepancies, and an accounting of any discrepancies not resolved within ten calendar days of the State notification of data quality defects. The time period for notifying the data submitting organization and the State of identified data quality defects, and an accounting of any instances

when notification did not occur within 24 hours. An accounting of the corrections applied to the database, the time period for applying those corrections, and an explanation of any instances when those corrections were not applied within 24 hours of receipt of instruction the submitting organization.

- 7. Technical Support:** The technical support provided by the offeror to authorized IIS participants who report a technical problem and/or require assistance utilizing the IIS services.
- a) Compliance and Calculation: Up to 3% of the monthly Maintenance and Operations fee may be deducted, calculated at 1% for each technical support standard not met in a given month..
  - b) Performance Standards:
    - 1. Provide technical support 365 days per year, 24 hours per day, 7 days per week via email or toll-free phone number.
    - 2. Return at least 95% of all support calls within 30 minutes.
    - 3. Respond to at least 95% of emailed correspondence tied to user technical support within two hours of receipt.
  - c) Reporting: By the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: Provide report with the number of service requests, method of service request, response time, and resolution time.
- 8. Reporting:** The processes, activities, and deliverables associated with regular reporting from the IIS.
- a) Compliance and Calculation: Up to 3% of the monthly maintenance and operations fee may be deducted, calculated at 0.5% for each standard not met during the prior month.
  - b) Performance Standards:
    - 1. Daily Reports shall be accessible to users by 7:00 a.m. Alaska Standard Time (AKST) the next State business day.
    - 2. Weekly Reports shall be accessible to users by 7:00 a.m. AKST the next State business day after the scheduled run.
    - 3. Monthly Reports Availability shall be accessible to users by 7:00 a.m. AKST the next State business day following the end of the month (as agreed to by the State and the offeror).
    - 4. Quarterly Reports Availability shall be accessible to users by 7:00 a.m. AKST the next State business day following the end of the quarter.
    - 5. Annual Reports Availability shall be accessible to users by 7:00 a.m. AKST the next State business day following end of the year (federal fiscal, State fiscal, and other annual cycles).
    - 6. Federal and State Reporting and File Production/Distribution Schedule: Produce and submit all required federal and State reports and data files on a schedule defined per regulation and by the State and Federal requirements. Both external recipients and DOH receive all reports in this category.
  - c) Reporting: by the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: Number of reports generated by authorized solution users and by offeror authorized solution users; number of reports exported; number of standard reports generated daily, weekly, monthly, quarterly, and annually; and number of federal and State reports.

- 9. IIS Service Enhancements or Updates:** The offeror's documented response approach/plan for handling any enhancements to the IIS services. The offeror should notify the State of any IIS Service Enhancements.
- a) **Compliance and Calculation:** Up to 2% of the monthly operating fee may be deducted, calculated at 0.5% for each standard not met during the prior month.
  - b) **Performance Standards:**
    - 1. Notify the State of planned IIS Service Enhancements including a summary of each enhancement with planned release seven calendar days date prior to beginning development of each enhancement.
    - 2. Notify the State of IIS Service Enhancement testing results in the test environment seven calendar days prior to release to production.
    - 3. Notify and provide release note documentation, user guides, and training materials to IIS participants and the State seven calendar days prior to release.
    - 4. Notify the State of any reported issues with the IIS service enhancements within 48 hours of identification.
  - c) **Reporting:** by the 10<sup>th</sup> of each month, the offeror is to report on this KPI as follows: Provide IIS Service Enhancement report including activities and materials related to the IIS service Enhancements.

## SECTION 3.03 DELIVERABLES

In addition to meeting the Scope of Work and SLA, the contractor must provide the following deliverables:

### 1. Security Assessment

The contractor must complete DOH HIPAA/Security Assessment (see Section 3.04) at the start and every three (3) years following. This will include, but not be limited to:

- a) Clearly articulating the components of the system which DOH staff are expected to configure and administer and, likewise, which components of the system the Business Associate is expected to configure and administer.
- b) Information System/Data Flow Diagram outlining all major components of the system (system type and technologies employed) and their interconnections (protocols and payloads).
- c) Interconnection Risk Assessment Worksheet (IRAW) for each outbound or inbound interconnection outlined in the Information System/Data Flow Diagram and any ancillary Application Programming Interface (API) or data transfers.
- d) Completion of the DOH HIPAA/Security Assessment questionnaire, including follow-up clarification questions from the DOH Security Assessor.
- e) A Code Scanning attestation which confirms the offeror performs MITRE conformant code scanning (CWE) against each deployable version of the code base and remediates CWE flaws of medium, or higher, technical impact.
- f) A Server vulnerability scanning attestation confirming that the offeror performs regular vulnerability scanning against all in-scope servers and remediates identified vulnerabilities in a timely manner.

The first Security Assessment must be successfully completed to move on with other deliverables of the contract. Failure to complete/pass this deliverable may result in contract termination (see section 3.04).

### 2. Project Initiation and Planning

The contractor must follow industry standards for project management. The contractor must facilitate a project kickoff meeting within thirty (30) calendar days after contract award or a mutually agreed upon date. The contractor will include the following topics in the kick off call: introductions and roles, project overview, scope and requirements, project management approach, schedule and milestones, entrance and exit criteria, communication plan, change management, and next steps and action items. The updated master project work plan/schedule and master project management plan must be submitted within thirty (30) calendar days of the contract award. The contractor must update the plan as needed throughout the project.

Entrance and exit criteria for all project phases must be incorporated into the master project management plan. The contractor must produce draft criteria for DOH consideration to establish task-specific entrance and exit criteria prior to proceeding beyond project planning.

### **3. Ongoing Project Management**

- a) The contractor must perform ongoing project management throughout the duration of the project.
- b) The contractor must provide a written Weekly Status Report Summary delivered to DOH by the date and time mutually agreed upon by the contractor and DOH during project initiation.
- c) The contractor must facilitate weekly project status meetings with DOH project team. The contractor and DOH will hold the status meetings in conjunction with the delivery of written status reports. Attendance might be in person or via teleconference as agreed upon with DOH. Project status meetings must follow an agenda mutually developed by the contractor and DOH. The agenda might include review and discussion of previous meeting minutes (including approval), and the following:
  - i) Project status;
  - ii) Accomplishments;
  - iii) Off-schedule activities and plans for resolving off-schedule activities;
  - iv) Upcoming activities and resource requirements;
  - v) Action items closed since the last reporting period, including resolutions;
  - vi) New, in progress, and past due action items;
  - vii) Project risks and issues logs, including status of outstanding risks and issues and their mitigation and resolution;
  - viii) Quality assurance (QA) status;
  - ix) Change management status;
  - x) Next meeting date; and
  - xi) Other issues or topics that either the contractor or DOH wish to add to the agenda.
- d) The contractor must take minutes and provide them to meeting participants within three (3) business days after the meeting.
- e) The contractor must provide a Monthly Report to DOH, delivered to DOH by the date and time mutually agreed upon by the contractor and DOH during project initiation, and must facilitate a monthly status meeting. The primary purpose of the meeting is to provide an update on project progress; review project progress and any risks and issues affecting the project scope, schedule, budget, and quality; and to allow DOH to advise the project team on key project decisions. The contractor must prepare a presentation in MS PowerPoint (or similar) format and supporting materials (as necessary) and must distribute all materials to attendees at least two (2) days prior to the meeting.

### **4. System Requirements Analysis and Design**

- a) The contractor must review, validate, and refine the System requirements (e.g., functional, technical, and interface) and finalize the baseline system specifications in accordance with DOH requirements. The contractor must combine all refined requirements identified during requirements analysis into the

baseline system design. Additionally, the contractor must use detailed requirements as the blueprint for all development, configuration, testing, and implementation activities.

- b) The contractor must develop a System Design/Configuration Roadmap that describes the protocols and methodologies the contractor will use to plan, design, develop, test, and deploy the System. The guide must also detail the contractor's approach to configuration, architecture, and integration modifications of the System and the associated activities that need to be performed. It must include a requirements refinement strategy documenting how the contractor will identify new System requirements, review existing requirements, document and validate requirements, analyze and refine the requirements, and adhere to industry standards for requirements management. The contractor will also develop a Configuration Management Plan that includes the contractor's configuration management methodology, including approach, tools, hardware and software environments, methods, processes, standards, evaluation criteria, and terminology. The plan must address all components of the System.
- c) The contractor must develop the detailed RTM to include all functional, technical, and interface requirements the System must meet. The contractor will define requirements using various sources of input, including requirements identified in Attachment 2. The RTM must show, to a relevant level of detail, the basis for each functional and technical feature of the System. This deliverable must capture the detailed functional, technical, and interface requirements for the System that are correct, complete, clear, consistent, verifiable, modifiable, and traceable.
- d) The contractor must maintain the RTM throughout the implementation phase to ensure all entries conform to detailed requirements and maintain a clear correlation of the progress toward the established project goals and objectives. The contractor will refine, expand, and complete requirements. The System might have changes dictated by the business needs and mandated by federal or State regulation. The System must track any changes to the System and integrate these changes into the System, as required by DOH.

## **5. Develop and Configure System**

- a) The contractor must develop System Design Documents (inclusive of System Architecture, Entity Relationship Diagrams /Model(s); System Configuration and Parameters; Data Dictionary; Data Design; User Interface Design; Hardware; Software), and a Database Development Plan that establishes the standards and methodology for database and data warehouse development, deployment, operations, and maintenance and other information.
- b) The contractor must implement separate development and test environments. The contractor must provide documentation for each environment and support the timely acquisition, installation, and configuration of the hardware and software required to develop and host the System.
- c) The contractor must develop, configure, and manage the System configuration and source code in accordance with functional, technical, and other requirements (e.g., security) articulated in the System Design/Configuration Roadmap and System Design Documents, including:
  - i. Configuration and modification of the software components to meet requirements;
  - ii. Configuration, modification, or building of State-specific integration components;
  - iii. Preparing the System components for integration;
  - iv. Facilitating additional design review sessions with DOH-designated staff and other project participants; and
  - v. Updating deliverables to reflect refinements or additional requirements identified during development and configuration, in accordance with the project's change management process.
- d) The contractor must develop and deliver a monthly Defect Remediation Report outlining open and resolved defects throughout relevant M&O tasks. The report must include the following content.

- i. Number of resolved and unresolved defects for each defect category;
  - ii. Contractor assigned date for each defect;
  - iii. Closed date for each defect; and
  - iv. Number of defects that exceeded the aging performance standards for resolution within the reporting period.
- e) The contractor must schedule incremental demonstrations of the System with DOH's project staff and stakeholders identified by DOH prior to beginning User Acceptance Testing (UAT). The purpose of the demonstrations is to showcase the development and configuration progress, solicit feedback, and validate the accuracy of functionality in accordance with DOH's requirements.

## **6. Perform Data Migration**

- a) The contractor must develop and execute a Data Conversion and Migration Roadmap. The contractor will plan, code, extract, transform, load, test, and validate data conversion and migration processes. The Data Conversion and Migration Roadmap must address provisions for conversion of, at minimum, all records, and data. Conversion and migration of data and information from incumbent to contractor's System, includes the testing and validation of migrated data, including comparing historical and migrated data.
- b) This task must ultimately facilitate efficient and timely development and implementation of the System, while maintaining the security and integrity of the System data. This task must comply with protocols established by DOH for electronic transfer of records, be compliant with documented requirements and meet all federal and State laws and regulations concerning the protection of confidential information. It is imperative that the contractor not commingle production and test data, or, if commingled data exists, correct it or provide recommended solutions to correct it.
- c) The contractor will also develop and implement a Data Conversion and Migration Test Plan and Conversion and Migration Testing Report.

## **7. Develop Interfaces**

DOH's existing system currently maintains unidirectional and bidirectional secure data exchanges with many partners including, but not limited to, provider Electronic Health Records (EHRs), National Electronic Disease Surveillance System Base System (NBS), Health Information Exchange (HIE), Vital Records, VTrckS, and IZ Gateway. DOH expects that the System will establish the same interfaces without interruption and offer an IT solution that allows for the rapid configuration of future integrations as they are identified and defined.

The System must support multiple standard interface types, such as:

- a) Health Level Seven (HL7) (the preferred method);
- b) Application Programming Interface (API);
- c) Delimited files; and
- d) Other future adopted national standards (e.g., FHIR)

## **8. Conduct System Testing**

- a) The contractor must meet requirements for producing a Test Management Plan and System Test Plan.
- b) The contractor must perform and support testing cycles throughout the project. Those testing cycles might include, but are not limited to, the following:
  - i. Construction and Unit Test;
  - ii. System Testing (to demonstrate that applications function correctly on contractor's hardware in a production-type environment);
  - iii. Integration Testing (to demonstrate the workflows function correctly within the production-type environment);

- iv. Interface Testing;
  - v. Regression Testing; and
  - vi. User Acceptance Testing (UAT).
- c) The contractor must complete a minimum of two (2) test cycles that meet the agreed upon success criteria and must address and resolve all system defects and failures identified in the testing cycles to DOH's satisfaction prior to requesting approval from DOH to proceed to UAT.
- d) In addition, the contractor must assist DOH and provide other testing-related services as follows:
- i. Present products for independent testing that are ready for testing. "Ready" means that the Contractor's testing of the product has met the approved specifications;
  - ii. Prior to independent testing, present test execution documents that include all test cases, outcomes, workflow outlines, and resolutions if there were problems;
  - iii. Conduct a thorough examination of each test case result to verify that the case passes testing to avoid a potential situation prior to UAT where DOH reports that test cases that clearly failed during independent testing were identified as passed by the contractor;
  - iv. Where possible, perform testing at the process level (in addition to the unit level) to demonstrate that a complete business process flows in an integrated process that is free of defects);
  - v. Test and demonstrate the business functionality, as documented in the workflow outlines, within the product functionality prior to releasing the product;
  - vi. If applicable, deliver to DOH available release notes that have been created in conjunction with the release prior to the new release being deployed; and
  - vii. Work cooperatively with DOH to develop an efficient test case status reporting process based upon lessons learned earlier in the project, including development of a System Test Documentation and Results Report.

## 9. Reporting Development

- a) The contractor must provide a System capable of running dashboards, summary reports, and detailed reports.
- b) The contractor must support a non-production reporting platform hosted in the cloud, that gives access to all data elements. The non-production (e.g., mirrored copy) reporting platform, accessible by DOH, will support reporting against multiple sources of data and future data obligations as required by the State. The contractor must send as a nightly job updated information in the database(s) to non-production.

## 10. Perform UAT

- a) The contractor must lead UAT to provide an opportunity for DOH users and contractor staff to determine the adequacy of the System design and functionality and update the RTM.
- b) The contractor must develop a UAT Plan, inclusive of test cases and scripts, and develop a UAT Results Report. Other requirements include:
  - a. UAT must only be conducted on a fully tested and operations-ready System, including all software features;
  - b. UAT must be conducted in a controlled environment separate from all other environments, using cycle times mutually agreed upon by the contractor and DOH;
  - c. The contractor must perform system testing for all change requests, to include regression testing, before changes are introduced into the production environment; and
  - d. The contractor must conduct demonstrations of system changes that are ready to be moved into the production environment, including but not limited to an online demonstration and a

discussion of programs impacted by the system change, and data migration/data conversion transaction performance as specified by DOH.

## **11. Conduct Training**

- a) The contractor must develop a final Training Plan for review and approval by DOH. The plan must address the following training topics for all geographic areas of the state:
  - i. Training must discuss approach and scope (including all audience groups);
  - ii. Training must collect and document all stakeholders' feedback throughout the project;
  - iii. Training must provide recommendations to DOH on how to incorporate feedback for implementation;
  - iv. Training must be tailored to accommodate both beginning and advanced users of common technology (e.g., smartphone, laptop, tablets, telephony);
  - v. Training must include information regarding data collection, HIPAA, and other security laws;
  - vi. Training must define the training goals, objectives, and assessment of readiness to use the System;
  - vii. Training must define the activity schedule;
  - viii. Training must discuss the methods proven effective at providing timely, appropriate training activities for all stakeholders;
  - ix. Training must discuss the roles and responsibilities for all stakeholder types;
  - x. Training must provide outreach and training to support the initial implementation of the System;
  - xi. Training must provide post-implementation outreach and training activities and frequency throughout the life of the contract;
  - xii. Training must provide outreach and training for newly approved and revalidating providers during the onboarding process; and
  - xiii. Training must identify standardized and ad hoc outreach and training materials.
- b) The contractor must provide System training to a core group of support/technical staff (approximately five (5) individuals), identified by DOH, prior to UAT. The contractor must provide technical training to agency project resources and others designated by DOH to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.
- c) The contractor must provide comprehensive training for the System to all System users (end users) at least ninety (90) days prior to System implementation as described in the approved Training Plan. The contractor must also provide the training for users added after the System has been implemented and ninety (90) days prior to major System updates during the contract term.
- d) The contractor's training must meet the specific training needs of each type of user using the System.
- e) The contractor must offer and provide user training through a variety of methods to meet the needs of the learner, including accessibility. This must include, but not be limited to, online, guided online seminar, and recorded online seminar.
- f) The contractor must maintain and update the training environment with current data to use during user training.
- g) The contractor must develop written Training Materials, including user manuals, for web-based training options. The contractor must provide courses as necessary to meet the needs of System users. The Training Materials must be compliant policy being issued through the ADA coordinator's office and use plain language and graphics.
- h) The contractor must make the Training Materials and user manuals available online.

- i) The contractor must maintain a record of individuals who have completed the System training. Documentation must include the name of the individual trained, the date of training, and the specific training completed (e.g., for what type of user). The contractor must make training records available to DOH support/technical staff.
- j) The contractor must provide information about the status of the completed training (electronically) at the individual and DOH levels in a User Training Report. System users, at all levels, must not be granted access to the System until training has been completed.

## **12. Conduct Operational Readiness Review**

The objective of the Operational Readiness Review (ORR) is to ensure that all systems, processes, personnel, and stakeholders are fully prepared for the successful deployment, operation, and maintenance of VacTrAK, in alignment with state and federal readiness standards. The selected vendor shall conduct a comprehensive ORR of the VacTrAK system. This review will assess the functional, technical, and organizational preparedness for system go-live or major upgrade milestones. The ORR must validate that all critical components are in place to support the secure, reliable, and effective operation of VacTrAK. The contractor shall provide the following:

- a) readiness assessment plan: develop a detailed plan outlining the ORR methodology, timeline, roles, and criteria for readiness evaluation,
- b) documentation review: evaluate key documentation including standard operating procedures (SOPs), training materials, data use agreements, system configurations, and contingency plans,
- c) stakeholder interviews and workflow validation: conduct interviews with key stakeholders (e.g., system administrators, providers, public health officials) to validate readiness from a user perspective and review workflow scenarios to ensure operational feasibility,
- d) technical environment review: assess infrastructure, hosting environment, integration points (e.g., EHRs, HL7 interfaces), performance monitoring, and security controls,
- e) data quality and migration validation: confirm the integrity, completeness, and conformance of migrated data (if applicable) to VacTrAK data standards,
- f) staff and training readiness: evaluate the completion and effectiveness of staff training, including helpdesk and support readiness,
- g) issue tracking and risk mitigation review: review outstanding issues and evaluate the effectiveness of mitigation strategies, and
- h) final operational readiness report: provide a comprehensive report summarizing findings, readiness status, identified gaps, and prioritized recommendations, including a go/no-go readiness recommendation with supporting rationale.

## **13. Implementation Planning and Execution**

The objective of the Implementation Planning and Execution task is to develop the Implementation and Rollout Plan and artifacts required to put the tested and operational System into production with minimal disruption to stakeholders.

- a) The contractor must develop an Implementation and Rollout Plan that details the contractor's approach to implementing the System in production and incorporating all lessons learned during the System testing. These actions are to be taken in alignment with approvals on the System Security Plan and the Data Conversion and Migration Roadmap.
- b) The contractor must develop a Business Continuity and Disaster Recovery Plan that is consistent with DOH's current disaster recovery practices; describes the contractor's plan to protect the System and maintain critical business processes in the event of natural disasters, hardware and software failures,

- human error, or other contingencies that could interrupt services; and addresses recovery of business functions, human resources, and technology infrastructure associated with the System.
- c) The contractor must facilitate weekly implementation status meetings with DOH and DOH stakeholders that begin at least six (6) weeks prior to the planned implementation. Implementation status sessions should at a minimum address the following:
    - i. Implementation tasks and status;
    - ii. Action items status;
    - iii. Risks, issues, and decisions status; and
    - iv. Status of any defects that have the potential of postponing implementation.
  - d) The contractor must perform an Implementation Readiness Assessment prior to production pilot and again prior to implementation. The contractor must document and provide support information, data, and rationale, updated as necessary and appropriate, indicating that the System is ready for production pilot and implementation and that the following activities are completed:
    - i. Missed requirements are developed and functioning in the test environment and are ready to move to the production environment;
    - ii. The System meets performance standards and functions in accordance with requirements;
    - iii. DOH staff have been appropriately trained and prepared;
    - iv. DOH partners have been appropriately trained, notified, and prepared;
    - v. The System is ready for the production pilot and statewide use by DOH in the production environment; and
    - vi. Any additional required functionality is functioning in production or is in development in accordance with the priority set by the governing entity.
  - e) The contractor must deliver an Implementation Report at least once, following rollout. The format and level of detail for this report must reflect input from DOH. The report must include at minimum the following content:
    - i. Tasks accomplished in preparation for implementation and the System's and DOH's state of readiness; and
    - ii. Confirmation of satisfactory implementation of the System, including documenting the significant data, events, and information related to the rollout of the System to DOH.
  - f) The contractor must configure the production environment and necessary documentation the contractor must rollout during the implementation task. The production environment must:
    - i. Meet mandatory functional requirements;
    - ii. Meet mandatory technical requirements;
    - iii. Comply with the System Design/Configuration Roadmap and the System Security Plan;
    - iv. Meet performance objectives as documented in the SLAs;
    - v. Be fully maintainable, integrated, and secure, and contain all the hardware, software, network communications, and data storage components necessary for ongoing operations of the System that meet all program needs; and
    - vi. Allow M&O enhancement of the System without disruption of any other DOH computing activities. This is inclusive of subsequent releases off hours and minimizing disruptions of DOH operations.
  - g) The contractor must document any known defects uncovered in the monthly Defect Remediation Report.
  - h) The contractor must develop a Post-Production Support Plan. In addition, the Post-Production Support Plan must be submitted with the final plan for approval by DOH within thirty (30) calendar days of the start of pilot operations. The plan must also include the following requirements:

- i. Provide online and telephonic core support/technical user support during workdays between 8 a.m. and 5 p.m. Alaska Time, over the life of the contract;
- ii. Online Service Desk, help desk software accessible to Immunization Program users;
- iii. Monthly Help Desk status calls;
- iv. Maintain a Service Level Agreement and maintain defined response time and process for critical and non-critical issues;
- v. Provide final deliverables acceptance; and
- vi. Deliver final documents.

#### **14. Deploy System**

- a) The contractor must include deployment tasks as part of the Master Project Management Plan that describes proposed approach, methods, tasks, tools, techniques, and notification to impacted stakeholders for deploying and installing the System and maintaining its operation throughout the contract period. The contractor must describe its proposed approach to installation and maintenance.
- b) The contractor must adhere to approved entrance and exit criteria for the deployment task. Upon satisfying the approved criteria, the contractor must obtain prior written approval from DOH to:
  - a. Begin work associated with the deployment task; and
  - b. Formally acknowledge completion of the deployment task.
- c) The contractor must release the System module into the full-scale production environment for sustained use and performance in accordance with the approved contract and Master Project Management Plan.

#### **15. Perform Closeout Activities**

The objective of closeout is to ensure all lessons learned are shared with the project team, including M&O stakeholders, and that all System artifacts are archived and stored in the original format in a DOH-owned document repository.

- a) The contractor will conduct project closeout responsibilities and develop a Project Closeout Handoff Checklist to ensure that required activities have been completed prior to close out of the project.
- b) The contractor will conduct a lessons learned sessions with the DOH's project stakeholders and document the lessons learned with findings and recommendations.
- c) The contractor will develop a Post-Implementation Evaluation Report and deliver all materials developed during the project. This will include complete documentation, source code, and other materials, as well as client/program data, as appropriate and applicable. The contractor shall provide verification and certification that specifies all software, policies, security requirements, procedures, reporting, and equipment are functioning as planned and that all documentation is complete has been received and approved by DOH.

#### **16. Implement M&O Activities**

- a) The contractor must adhere to the approved entrance and exit criteria for M&O. Upon satisfying the approved criteria, the contractor must obtain prior written approval from DOH to:
  - i. Begin work associated with M&O; and
  - ii. Formally acknowledge completion of M&O.
- b) The contractor must establish and execute a System M&O Plan to be approved by DOH no later than sixty (60) calendar days prior to the start of M&O, unless otherwise agreed to in writing. The plan must go into effect on the first business day of the System implementation. The plan must include:
  - i. Points of contact for the Contract;

- ii. Roles and responsibilities;
  - iii. Critical contract milestones;
  - iv. Communications plan; and
  - v. An established issue resolution process (including turnaround time frames).
- c) The contractor must include M&O tasks in the Project Master Work Plan/Schedule.
- d) The contractor must perform a post-implementation evaluation review approximately six (6) months after full implementation and State acceptance of all deliverables. Evaluation results must be documented in a System Review Report and submitted to DOH for review and approval.
- e) During M&O task, the contractor must provide monthly M&O Status Reports on the operation of the System. The contractor must develop reporting elements for DOH consideration in a format defined by DOH, but elements might include:
- i. Status of SLAs and performance standards;
  - ii. Status of operational activities;
  - iii. Help desk reporting;
  - iv. Status of tasks, staff assignments, and schedule of work for the upcoming month;
  - v. Status of the work underway;
  - vi. List of tasks completed in the prior month; and
  - vii. List of System operation problems.
- f) Throughout the M&O Task, the contractor must perform maintenance on the System. DOH defines maintenance as follows:
- i. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the Scope of Work and published design specifications;
  - ii. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration, or maintenance requests;
  - iii. Performing regular activities as needed to support DOH, such as: i. Set up and execute batches and interfaces;
  - iv. Run and distribute electronic reports;
  - v. Perform data backup and restores (when necessary);
  - vi. Monitor and tune performance;
  - vii. Provide critical incident response;
  - viii. Perform System optimization;
  - ix. Perform database management;
  - x. Maintain software, hardware, and tools (e.g., patches, upgrades, and replacement);
  - xi. Make interface report and correspondence changes;
  - xii. Make corrections or changes to maintain the integrity of the System or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy);
  - xiii. Use appropriate testing, configuration, and change management procedures;

- xiv. Update System, user, and training documentation and online help to reflect changes that have been made to the System;
  - xv. Update System to maintain required languages over the life of the contract;
  - xvi. Provide independent verification of the accuracy of all translations made to the System upon DOH request;
  - xvii. Perform the activities above to maintain customizations implemented as part of the approved enhancement; and
  - xviii. Conduct maintenance activities, and any associated hours must not be applied to System enhancement.
- g) The contractor must maintain all System documentation (e.g., third-party products, version, licensing costs, and expiration dates, and System custom software inventory with current version and change logs). The contractor must update and save all System documentation changes to the collaborative workspace within thirty (30) days of modification.
  - h) The contractor must prepare and execute training activities for the duration of the contract in accordance with the approved Training Plan. The contractor must also provide Training Materials, including user manuals, in draft and final format to DOH for any updates to the System no less than forty-five (45) days prior to the planned date of implementation. The plan updates must be made on the following basis:
    - i. Each time a System change, or upgrade is implemented, the contractor must update all pertinent training and outreach materials, which must be available to all System users no later than one week prior to the implementation of the system change; and
    - ii. A complete review and update must be performed on an annual basis within thirty (30) days of the start of each contract year. The annually updated DOH-approved plan must be available to all System users.
  - i) The contractor must develop a monthly Jobs Exceptions Report that reports on batch processes, including interfaces that experienced execution and data exception errors. All batch processes that fail to meet performance standards specified in SLAs must be listed on the report. The report must include a list of the fixes implemented and any contractor recommendations for fixing the problems in the future.
  - j) The contractor must monitor performance, including providing performance-monitoring software or SaaS tools, management, and reporting in accordance with SLAs
  - k) The contractor must develop, maintain, and implement an Infrastructure and Solution Software Support Plan.
  - l) The contractor must resolve defects as prioritized by DOH and in accordance with SLA timelines for remediation by severity level, and work with the DOH to review and validate the identified defects and other problems in production and all other environments. The contractor must provide level of effort estimates for all assigned defects. At the request of the contractor, DOH might allow temporary forgiveness of the defect remediation SLA in the event one (1) or more enhancements require allocation of a portion of the M&O staff to meet critical business needs. However, the contractor must maintain M&O staff to meet all other operational service levels for System availability, and performance at all times. The DOH may request that some defects are given resolution order preference, but the contractor is ultimately responsible for determining the most efficient and effective approach for resolving all defects to comply with the SLA. Defect Severity levels are defined in SLA.
  - m) The contractor must develop and provide a monthly Defect Remediation Report, including a summary of the defects reported, fixed, and backlogged. DOH will use this report to determine compliance with the defect remediation SLA.

- n) The contractor must work with DOH to review and validate requested and approved enhancements and develop an implementation schedule for each enhancements. DOH will prioritize enhancements in accordance with the approved change control process.
- o) The contractor must utilize a Consortium of Jurisdictions using vendor's IIS Software Products which will include:
  - i. Enhancement leveraging between consortium members;
  - ii. Facilitate the consortium to leverage effort opportunities;
  - iii. Monthly conference calls for information exchange and decision making; and
  - iv. Annual User Group Meeting.
- p) The contractor must meet Immunization Information Specific Requirements include, but are not limited to:
  - i. Maintain current IIS Functional Standards, including the performance measures and quantitative targets set by the Centers for Disease Control and Prevention (CDC), as measured by the [CDC IIS Quarterly Report \(IISQR\)](#);
  - ii. Support Alaska meeting the CDC requirements for high quality data measurements as found in the [IIS Data Quality Blueprint and IIS Operational Best Practices](#);
  - iii. Support the completion of the CDC IIS Quarterly Report. Develop and implement IIS scripts annually, according to specifications provided by CDC and provide production data reports at least 30 days prior to the due date;
  - iv. National standards for electronic data exchange will be maintained, including the current specifications laid out in the [CDC HL7 Implementation Guide](#) (2.5.1 version 1.5 at time of contract) and inclusive of backward compatibility;
  - v. The contractor must provide support with Interface connections on an as-needed basis and in alignment with standard changes and state and federal initiatives.
  - vi. Participate in and implement feedback from the American Immunization Registry Association (AIRA)-sponsored IIS Measurement and Improvement (M&I) Initiative Aggregate Analysis Reporting Tool (AART) for conformance with current CDC IIS Interoperability Standards and IIS community compatibility. Validation measures to include HL7 Transport Assessment, Submission and Acknowledgement, and Query and Response;
  - vii. Implement all new vaccines and ACIP schedule changes under the maintenance agreement and will be made available to the Alaska IIS within 45 days of the [Morbidity and Mortality Weekly Report \(MMWR\)](#) publication release announcing the recommended vaccine schedule to providers;
  - viii. Maintain ACIP forecast and improve consistency and quality of evaluation and forecasting using CDC Clinical Decision Support for Immunization (CDSi) published logic specification guidance and supporting data. Version 5.2 at the time of this contract; and
  - ix. Once federal certification is available, develop a Federal Certification and Review Management Plan for achieving IIP certification of the System and provide Federal Review Supporting Documentation to support certification. The plan must include contractor and DOH certification tasks and schedule. The contractor must manage the tasks through successful certification of the System. The contractor must meet with the DOH regularly and collaborate to discuss compliance problems and associated service delivery changes.

## 17. Documentation

The contractor will provide detailed documentation to include the following:

- a) Release/patch notes,
- b) Updated documentation with each release,
- c) New documents created based on client needs or requests,
- a) Documentation portal accessible by all clients,

- b) Documentation of weekly maintenance for cloud hosted environments and quarterly review of regular maintenance schedule for accuracy and updates,
- c) Log all updates and/or changes applied to VacTrAK with each application patch/fix releases or version upgrades and provide to the systems managers within 10 business days of the system changes, and
- d) Downtime SOPs, including notification process and review of root cause.

**18. Provide Customer Support Services**

DOH and the contractor will offer help desk support. Each organization will provide different tiers of help desk support to users, as mutually agreed upon. The contractor will provide tier 2 support to select immunization program system administrators. For provider and interface users, ongoing/maintenance and operations tier 1 and tier 2 support will be provided by DOH, except for tier 1 and tier 2 support may be provided by the contractor for transition/new module initiation.

Tier 1 support consists of initial user assistance such as receiving and logging support requests, answering basic usage questions, assisting with password resets, providing navigation guidance, and resolving known or documented issues without code changes.

Tier 2 support consists of advanced troubleshooting for issues not resolved at Tier 1, including reviewing system configurations, analyzing data or workflow problems, coordinating with development teams to identify bugs, and providing temporary workarounds or escalation to higher-level support if needed.

**19. Transition Activities**

a) Transition-In

The contractor must develop and implement a Transition-In Plan in collaboration with the incumbent contractor. The plan must:

- i. Align with and support the incumbent contractor’s Transition-Out Plan.
- ii. Accurately document any required tasks and coordination activities the contractor must engage in with the incumbent contractor.
- iii. Be submitted to the State within the timeframe specified at contract initiation.

The Transition-In Plan shall ensure minimal disruption to operations and enable the contractor to assume full responsibility for system services in a timely, orderly, and efficient manner.

b) Transition-Out

The State of Alaska’s Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This might result in a change of contractors from one contract term to another. Should a change of contractors occur at the termination of this contract, the incumbent vendor will develop and implement a transition plan to facilitate a smooth transfer of the contracted functions and data migration (all patient demographics, patient vaccine data, and provider vaccine inventory) to the new vendor or back to the Division.

The incumbent vendor must provide this plan within sixty (60) days of notification by DOH, and the transition must be completed within 120 days. The Transition-Out Plan shall address both operational and data migration requirements and shall be executed upon notification from the State.

- i. Operational requirements include:

1. Develop a Transition-Out Plan and accurately document the approach and plan to formally transition services to DOH and/or a new contractor prior to the contractor's contract end date. DOH must review and approve the updated plan;
  2. Maintain appropriate staffing levels that are consistent with levels provided throughout operations, for the duration of the contract;
  3. Provide an inventory listing of all System assets, identify asset ownership, and identify assets that must be turned over to DOH; the contractor must also provide the timeline for turning over assets and the method used to transition assets to DOH;
  4. Transition all public-facing telephone numbers to the Customer Service Support and other post-production support to DOH and DOH's newly designated contractor, to promote a seamless operational transition for System users;
  5. Establish a complete and updated electronic record of the System project for submission to DOH in accordance with the approved Transition-Out Plan; and
  6. Provide biweekly status reports on the operation of the System, status of closeout, and transition activities, including any measurements against performance measure and operational-level agreements with this RFP, and develop a Transition-Out Results Report.
- ii. Data migration plan requirements include:
1. A detailed inventory of all data sets maintained within VacTrAK, including immunization records, user accounts, system configurations, audit logs, historical data, and metadata, along with descriptions of data sources, formats, and relationships;
  2. Defined procedures for securely extracting all relevant data in standardized, non-proprietary, and machine-readable formats (e.g., HL7, CSV, XML) that are compatible with State-specified systems;
  3. Documented data validation activities to ensure completeness, accuracy, and integrity of the data prior to transfer, including mitigation of any identified discrepancies or risks of data loss;
  4. Coordination with the State to implement secure transfer protocols, including encryption, access controls, and transfer verification procedures that comply with applicable state and federal data security requirements (e.g., HIPAA, NIST);
  5. Comprehensive technical documentation to accompany the migrated data, including data dictionaries, schema definitions, migration logs, transformation rules, and configuration settings necessary for reimplementing or integration;
  6. Provision of technical assistance during the migration period, including data load support, verification assistance, and post-migration quality assurance activities to ensure a successful transition; and
  7. Secure deletion of any remaining copies of data from the contractor's systems upon written confirmation from the State that migration is complete and successful, with a certificate of data destruction provided in accordance with State policy and federal data disposal standards.

## SECTION 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 Department of Health (DOH) Security Office to complete a full DOH/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 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 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 4.12 and Submittal Form J. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

## SECTION 3.05 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an intent to propose and non-disclosure agreement, provided as 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 and rejected.**

## SECTION 3.06 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided in Submittal Form I. The offeror must complete this form in accordance with the provided instructions; space is provided to provide both choose a response (see the drop-down list) and provide 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.

## SECTION 3.07 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be one (1) year from contract start with nine (9) one-year renewals at the sole discretion of the state. The system should go live by July 1, 2026.

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.

### SECTION 3.08 CONTRACT TYPE

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

### SECTION 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. No payment will be made until the progress report and invoice has been approved by the project director.

### SECTION 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).

### SECTION 3.11 LOCATION OF WORK

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

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for three (3) individuals to make three (3) site visits during implementation, followed by one (1) annual trip to Anchorage, AK. 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 DOH 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.

### SECTION 3.12 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 in Submittal Form F as to which**

**subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

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

**SECTION 3.13 JOINT VENTURES**

Joint ventures will not be allowed.

**SECTION 3.14 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.

**SECTION 3.15 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.

**SECTION 3.16 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.

**SECTION 3.17 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.

### **SECTION 3.18 CONTRACT CHANGES - ANTICIPATED AMENDMENTS**

During this contract, the updated CDC requirements may necessitate additional work to be performed related to modernization, system improvements, or other-directed work. The state reserves the right to add up to \$250,000 per year to meet these requirements. The state and contractor will negotiate in good faith and the procurement officer will process a contract amendment to effect the additional work.

In addition, the state reserves the right to update their security requirements during this contract. If that should happen, the state and contractor may negotiate an increase or decrease in the security deliverable dollar amount depending upon the new requirements.

### **SECTION 3.19 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.

### SECTION 3.20 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.

### SECTION 3.21 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.

### SECTION 3.22 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**.

## ARTICLE IV. PROPOSAL FORMAT AND CONTENT

### SECTION 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.**

### SECTION 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	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Implementation and Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G - Subcontractors	N/A
Submittal Form H – Functional / Technical Requirements (RTM)	N/A
Submittal Form I – IT Contractual Requirements	N/A
Submittal Form J – 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.

### SECTION 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.

#### **SECTION 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on their specific experience in software development. This must include:

- a) Developing and delivering Software as a Service (SaaS) product(s), including their ability to support multiple customers,
- b) Working with large-scale data systems, including the ability to extract, manage, and analyze data,
- c) their experience collaborating with external partners, such as government agencies, data exchange networks, or national organizations, and
- d) Evidence that they have the knowledge and ability to implement CDC message mapping guides, Data Modernization Initiatives (DMI), as well as the NorthStar Architecture.

Offerors must provide detail on the IIS, Public Health IT, or related field subject matters expert experience working on similar projects. Offerors must also provide detail on the overall project team's specific experience in implementation and management of projects of a similar nature.

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

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

#### **SECTION 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. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

**SECTION 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).

**SECTION 4.07      IMPLEMENTATION AND MANAGEMENT PLAN FOR THE PROJECT  
(SUBMITTAL FORM E)**

Offerors must provide detail that demonstrates the implementation and management plan they intend to follow and how the plan will serve to accomplish the work and meet the state's needs.

Offerors must provide detail on their ability to adapt to evolving federal requirements.

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).

**SECTION 4.08      MANDATORY REQUIREMENTS (SUBMITTAL FORM F)**

Offerors must complete and submit this Submittal Form.

**SECTION 4.09      SUBCONTRACTORS (SUBMITTAL FORM G)**

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

**SECTION 4.10      FUNCTIONAL / TECHNICAL REQUIREMENTS (RTM) (SUBMITTAL FORM  
H)**

Offerors must complete and submit this Submittal Form.

**SECTION 4.11      IT-RELATED CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM I)**

Offerors must complete and submit this Submittal Form.

**SECTION 4.12      COST PROPOSAL (SUBMITTAL FORM J)**

Offerors must complete and submit this Submittal Form.

# ARTICLE V. EVALUATION CRITERIA AND CONTRACTOR SELECTION

## SECTION 5.01 SUMMARY OF EVALUATION PROCESS

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

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

## SECTION 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

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	80
Understanding of the Project	(Submittal Form C)	80
Methodology Used for the Project	(Submittal Form D)	150
Implementation and Management Plan for the Project	(Submittal Form E)	100
Functional / Technical Requirements (RTM)	(Submittal Form H)	40
Software Demonstrations		150
Total		600

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

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

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SECTION 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.09 and assign a single score for each section. Offerors’ responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

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

**Offeror 1** was awarded 75 points:

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

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

**Offeror 2** was awarded 50 points:

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

\_\_\_\_\_ = 2.5  
Maximum Combined PEC Score Possible (40)

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)

#### **SECTION 5.04 EXPERIENCE AND QUALIFICATIONS**

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

#### **SECTION 5.05 UNDERSTANDING OF THE PROJECT**

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.05 of this RFP and the level of experience it demonstrates.

#### **SECTION 5.06 METHODOLOGY USED FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.06 of this RFP and the level of experience it demonstrates.

#### **SECTION 5.07 IMPLEMENTATION AND MANAGEMENT PLAN FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.07 of this RFP and the level of experience it demonstrates.

#### **SECTION 5.08 FUNCTIONAL / TECHNICAL REQUIREMENTS (RTM)**

This portion of the offeror's proposal will be evaluated based on how many of the mandatory requirements are out of the box (already included in the solution), how soon the offeror can meet each of the other mandatory requirements, and how many preferred or optional items can be met.

Failure to meet any of these mandatory requirements will result in the proposal being deemed non-responsive and rejected.

#### **SECTION 5.09 SOFTWARE DEMONSTRATIONS**

At the State's option, it may elect to invite all offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the two highest-ranking offerors to demonstrate their system in accordance with the requirements below. The State may increase or decrease the number of invited offerors based on a natural break in technical scoring or on the competitiveness of the technical proposals.

**(a) DEMONSTRATION REQUIREMENTS**

Invited offerors must provide a demonstration for the evaluation team with a maximum time allotment of two (2) hours. The demonstration will be conducted online and must provide a detailed enough overview to allow the evaluation team to confirm the capabilities and evaluate the quality of the system. DPH will develop demonstration scenarios and provide them to the offerors in their invitation to demonstrations. The offerors will demonstrate their response to the scenarios utilizing their solution or explain how their solution will process the scenarios if their solution requires modifications. The demonstrations may include:

- Vaccine inventory including ordering, receiving, and distribution
- Establishing and monitoring interface connections
- User management roles and permissions
- Provider configuration, including hierarchy, and patient ownership
- Provider agreement and enrollment
- Built in reports and vendor generated reporting options

Offerors will be evaluated based upon confirmation of capabilities, quality of the system, and how well they demonstrate the scenarios provided in the invitation.

**SECTION 5.10 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:

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

**Example (Max Points for Contract Cost = 400):**

**Step 1**

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

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

**Step 2**

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

**Offeror #1 receives 400 points.**

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

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**

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

## SECTION 5.11 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.**

## SECTION 5.12 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.

## **SECTION 5.13 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.

## **SECTION 5.14 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.

## SECTION 5.15 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.

## SECTION 5.16 COST REASONABLENESS

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

- 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.
- 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.

## SECTION 5.17 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.

## **SECTION 5.18 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.

## ARTICLE VI. GENERAL PROCESS AND LEGAL INFORMATION

### SECTION 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.

### SECTION 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.

### SECTION 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.

## **SECTION 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA) / INFORMATION SECURITY AGREEMENT (ISA)**

The State has a standard BAA that is included in IT-related 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 Section 1 of this document must be set out in the offeror's proposal in a separate document. Any changes to the BAA must be approved by the DOH Security Office and the Department of Law.

To further ensure the State meets its legal obligations regarding Protected Health Information and other confidential information, the BAA contains another section (Section 2) titled Department of Health HIPAA and HITECH Information Security Agreement (ISA). Note that ISA section is non-negotiable and if there is any conflict between the ISA section and the BAA section, the ISA prevails.

## **SECTION 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.

## **SECTION 6.06 PROPOSAL AS PART OF THE CONTRACT**

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

## **SECTION 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.

## **SECTION 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.

## SECTION 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.**

## SECTION 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.

## SECTION 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.

## **SECTION 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.

## **SECTION 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.

## **SECTION 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.

## **SECTION 6.15      SOLICITATION ADVERTISING**

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

## **SECTION 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.

## **SECTION 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.

## **SECTION 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.

## SECTION 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 contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SECTION 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."

## ARTICLE VII. ATTACHMENTS

### SECTION 7.01 ATTACHMENTS

**Attachments:**

- 1) Submittal Forms A – G
- 2) Submittal Form H – Technical / Functional Requirements (RTM)
- 3) Submittal Form I – IT-Related Contractual Requirements
- 4) Submittal Form J – Cost Proposal
- 5) Standard Agreement Form - Appendix A
- 6) HIPAA BAA & Information Security Agreement (ISA)
- 7) Intent to Propose and Non-Disclosure Agreement (NDA)