



ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

Procurement & Contracting Department

4000 Ambassador Drive

Anchorage, Alaska 99508

(907) 729-2961 Fax: (907) 729-2977*

Alaska Native Tribal Health Consortium (ANTHC)

Request for Proposals

ANTHC-12-R-42478

Alaska Native Medical Center Strategic Market Planning Research

Date of Issue: July 20, 2012

Response Due Date: July 31, 2012

IMPORTANT NOTICE: If you received this solicitation from the ANTHC's web site www.ANTHC.org/bids you must register with the Contract Specialist identified in the **ANTHC Contact Person section** below to receive subsequent amendments. Failure to register with the Contract Specialist may result in the rejection of your offer.

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GENERAL INFORMATION

1. **Purpose of the Request For Proposal (RFP):** The Alaska Native Tribal Health Consortium (ANTHC) is soliciting detailed proposals from contractors interested in providing the following services:
Help us build a survey that will collect data on what Alaska Native and American Indian people think about ANMC as well as how they prefer to get their information. We will look to the winning vendor to provide guidance on how to best gather the information we are looking for and the questions to be presented to the public.
2. **Business License Requirement:** All proposers must have a valid Alaska Business License prior to award of contract.
3. **Other Licenses and Registrations Requirement:** N/A
4. **Minimum Requirements:** Prefer experience conducting surveys in the healthcare industry and experience in conducting surveys in Alaska.
5. **Conflict of Interest and Restrictions:** If any proposer, proposer's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to ANTHC within ten days of issuance of this RFP. ANTHC shall determine in writing if the conflict is significant and material and if so, may eliminate the proposer from submitting a proposal.
6. **ANTHC Contact Person:** Any information required or questions regarding this RFP should be addressed and/or delivered to:

Alaska Native Tribal Health Consortium
Procurement and Contracting Department
Attention: Cynthia Allen, Contract Specialist
If Mailing: 4000 Ambassador Drive
Anchorage, Alaska 99508

If Delivering: 4000 Ambassador Drive
Anchorage, Alaska 99508
Attention: Cynthia Allen, Contract Specialist
E-mail Address: cjallen@anthc.org
Phone Number: (907) 729-2964
Fax Number: (907) 729-2977
7. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered, as long as 6 copies (one (1) unbound original and five (5) bound copies) of the proposal are physically received by ANTHC no later than **2:00PM AST, July 31, 2012**. Faxed proposals are not acceptable. Failure to meet the deadline will result in disqualification of the proposal without review. Proposals are to be delivered to the address(es) referenced above. So that they are not mistakenly opened early, either the outer or inner envelope should also contain the following:

Confidential: Do Not Open Until 2PM, AKT, July 31, 2012
Proposal For: ANTHC-12-R-42478
Attn: Cynthia Allen, Contract Specialist

GENERAL INFORMATION

8. **Proposer's Review and Substantive Questions:** Proposer's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposer's shall put these comments and/or questions in writing and submit them to the ANTHC's contact person at least ten calendar days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.
9. **Proposer's Review and Directional Questions:** If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.
10. **Addendum to the RFP:** ANTHC reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.
11. **Pre-proposal Conference:** A pre-proposal conference will not be held unless extensive questions arise regarding the RFP.
12. **Cancellation of the RFP:** ANTHC retains the right to cancel the RFP process if it is in the ANTHC's best interest. ANTHC shall not be responsible for costs incurred by proposers for proposal preparation.
13. **Service of Protest:**
 - a. Protests, as defined in ANTHC Procurement Policy shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Alaska Native Tribal Health Consortium
Director of Procurement and Contracting
4000 Ambassador Drive
Anchorage AK 99508-5928
 - b. The protest shall be received in the office designated not later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier.
14. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
15. **Multiple Proposals:** ANTHC shall not accept multiple proposals from the same proposer.
16. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other proposer's.
17. **Retention of Proposals:** All proposals and other material submitted become the ANTHC's property and may be returned only at ANTHC's option.
18. **Cost of Proposal Preparation:** Any and all costs incurred by proposer's in preparing and submitting a proposal are the proposer's' responsibility and shall not be charged to the ANTHC or reflected as an expense of the resulting contract.

GENERAL INFORMATION

19. **Delivery of Proposals:** ANTHC assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
20. **Media Announcements:** Any and all media announcements pertaining to this RFP require the ANTHC's prior written approval.
21. **Other Governmental Requirements:** It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
22. **Binding Contract:** This RFP does not obligate the ANTHC or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officer. ANTHC shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
23. **Standard Terms and Conditions:** The successful proposer is expected to comply with the attached contractual terms and conditions attached to this RFP.
24. **Concerns with the Special or General Provisions:** N/A
25. **Performance Bonds and/or Surety Deposits:** N/A
26. **Liquidated Damages:** N/A
27. **Additional Terms and Conditions:** ANTHC reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
28. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected proposer fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of funds available for the project and/or as proposed, ANTHC may terminate negotiations and negotiate with the next highest ranked proposer, or terminate award of the contract. ANTHC shall not be responsible for costs incurred by the proposer resulting from contract negotiations.

HISTORICAL INFORMATION PERTINENT TO THE PROPOSED CONTRACT

ANTHC:

The Alaska Native Tribal Health Consortium is a non-profit health organization owned and managed by Alaska Native tribal governments and their regional health organizations. The Consortium was created in 1997 to provide statewide Native health services. Through its four divisions, the Consortium works in cooperation with tribes, Native health organizations and municipalities to achieve its goals. ANTHC's four divisions are: Alaska Native Medical Center (ANMC), Division of Environmental Health and Engineering (DEHE); Community Health Services (CHS); and Consortium Business Support Services (CBSS). The Alaska Native Tribal Health Consortium and Southcentral Foundation jointly own and manage Alaska Native Medical Center. The ANTHC has committed to continuous improvement through the use of the Baldrige National Quality Program health care criteria for performance excellence. Our **Vision**, **Mission** and **Values** are provided below. For more information please visit us at www.anthc.org

Our VISION:

Alaska Natives are the healthiest people in the world.

Our MISSION:

Providing the highest quality health services in partnership with our people and the Alaska Native Tribal Health System

Our VALUES:

ACHIEVING EXCELLENCE

We achieve excellence through actions that support the ANTHC Mission, and which demonstrate consistency; the commitment of our leaders and all staff to our values; responsibility to the organization, our co-workers and our customers; collaboration with colleagues; accountability for our actions; careful stewardship of the organization's resources; quality in everything we do; and continuous learning and improvement throughout the organization.

NATIVE SELF-DETERMINATION

We express the value of Native self-determination through Alaska Natives setting health policies, programs and priorities; through our Native professional and health care development activities; a focus on the importance of the Native community of Alaska; and by supporting the desirability and integrity of Native choice in matters of life and health.

TREAT WITH RESPECT AND INTEGRITY

We value our co-workers and our customers and we aspire to act in ways that are considerate and appreciative of them. We strive to always behave ethically in our business and personal lives. We are trusting, respectful, and open and honest in our interactions.

HEALTH AND WELLNESS

We promote lifelong health and wellness by pursuing health in mind, body and spirit, safety in the workplace and balance in our work and personal lives.

COMPASSION

We illustrate compassion through actions that demonstrate our awareness that we are part of a larger community; through an understanding of diversity; caring relationships; sincerity and our interactions with others; and sensitivity to others' needs and ways of living.

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

1. **Purpose:** The Contractor shall provide all services in accordance with the Scope of Services of this solicitation and the scope of work/services provided subject to the terms and conditions of this contract
2. **Location of Work:** All work shall be performed, completed, and managed at the Contractor's place of business.
3. **Term of Proposed Contract:** ANTHC intends to establish a contract with a performance period of:
One (1) year from date of award with 2 bi-annual renewals in 2014 & 2016.
4. **Deliverables:** See attached Statement of Work

By submitting a response to this solicitation, the Contractor agrees, if selected, to accept the terms and conditions included in this solicitation and attachments.
5. **General Responsibility:**
The successful firm(s) will provide all necessary tools, equipment, parts, supplies, labor, and supervision to provide the services identified in the Scope of Services.
6. **Subcontracts:** N/A
7. **Schedule:**
The Contractor shall adhere to the schedule identified for individual projects, subject to the terms and conditions included with this solicitation.
8. **Inspection / Acceptance:**
The Contractor shall only tender for acceptance those services or deliverables that conform to the requirements of this contract. The ANTHC reserves the right to review any deliverables tendered to ANTHC for compliance with the contract terms prior to formal acceptance. The ANTHC may require correction, modification, or replacement of nonconforming services or deliverables at no increase in contract price. ANTHC must exercise its acceptance rights within a reasonable time after the defect was discovered or should have been discovered (typically within the established ANTHC review period).
9. **Firm's Compensation:**
Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal.
10. **Option to Exercise Renewal Options:**
Prior to contract expiration, the ANTHC may elect to extend the term of this contract by written unilateral modification.

If the ANTHC exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed One (1) year from date of award with 2 bi-annual renewals in 2014 & 2016.

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

11. Option Year Pricing:

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. Such adjustments may be made annually after completion of initial contract period. No retroactive contract price adjustments will be allowed.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (July through December 2011), and each (July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The Base Year Index is 202.576. The Base Rate is the original contract rate for each line item in the contract.

12. Option to Extend Services:

The ANTHC may require continued performance of any services within the limits and at the rates specified in the contract. This option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the Option to Extend Services by written unilateral modification to the contract.

13. Payment Process:

Payment will be made upon implementation/completion of each task upon invoice.

14. Award Statement:

Award will be made to the highest ranked proposal.

The ANTHC reserves the right to cancel this solicitation or reject any or all proposals received per the ANTHC procurement policy.

15. Magnitude of Project:

This project is estimated between \$15,000 and \$40,000

PROPOSAL CONTENT AND REQUIREMENTS

Proposal Format: Submit one (1) unbound original and five (5) bound copies of the proposal.

Proposals should be bound, printed on both sides of the paper when possible. Proposals shall not exceed twenty (20) pages, exclusive of resumes and exhibits.

1. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
2. **Introduction:** Brief introduction which includes:
 - 2.1 The proposer's name and address;
 - 2.2 Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 2.3 Statement that indicates the proposer's willingness to perform the services described in this RFP;
 - 2.4 Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the "General Information" section of this RFP. Limit discussion to the meeting of the Minimum Requirements.
 - 2.5 Proof of any other licenses and/or registrations as required by this RFP.
 - 2.6 A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
 - 2.7 Completed and signed Representations and Certifications of bidder/offeree (attachment);
 - 2.8 Statement that the signatory has authority to bind the proposer; and
 - 2.9 Signature of authorized individual.
3. **Strategic Planning & Development (5 POINT VALUE):** Consistent with the ANTHC's commitment to continuous improvement through the use of the Baldrige National Quality Program criteria for performance excellence, Offeror must show evidence of its understanding of these criteria and how you will support our vision, mission and values, which are provided in the section titled *Historical Information Pertinent to the Proposed Contract*.
4. **Firm Profile (5 POINT VALUE):** Provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any subconsultant firms / subcontractors
5. **Professional Qualifications (15 POINT VALUE):** Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
6. **Project Understanding/Project Approach (15 POINT VALUE):** Narrative submittal must address the process on how to best collect the information and the questions to ask so we can get a better understanding on planning our marketing efforts.
7. **Past Performance (15 POINT VALUE):** Past performance on contracts in terms of cost control, quality of work, and compliance with performance schedules. Include a list of all contacts of similar services performed for work in Alaska during the last two-(2) years, with name of Contracting Officer and/or Project Engineer for each contract. Provide phone numbers and emails for the named individuals.

PROPOSAL CONTENT AND REQUIREMENTS

8. **Capacity to Respond and Accomplish the Work in Required Time (10 POINT VALUE):** Include a list of projects the firm currently has under contract.
9. **Price Proposal (25 POINT VALUE):** Provide pricing for the project and how you came to your pricing which will be reflected on the Price Schedule.
10. **Alaska Native / American Indian Preference (10 POINT VALUE):** Complete and sign attached Representations and Certifications.

REVIEW OF PROPOSALS

1. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
 - 1.1 Not providing evidence of meeting the Minimum Requirements.
 - 1.2 Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the ANTHC requested the potential proposer not submit a proposal.
 - 1.3 Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
 - 1.4 Not providing a price, if applicable.
2. **Evaluation Process:** An evaluation committee consisting of ANTHC employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee.

The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site inspections, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.

3. **Evaluation Factors:** The evaluation factors and the value of each are:

Strategic Planning & Development	5
Firm Profile	5
Professional Qualifications	15
Project Understanding/Project Approach	15
Past Performance	15
Capacity to Respond and Accomplish the Work in the Required Time	10
Price Proposal	25
Alaska Native / American Indian Preference	<u>10</u>
Maximum Possible Points	100

4. **Cost Evaluation Formula:** The proposal with the lowest price shall receive the maximum points. The points allocated to each of the higher priced proposals shall be determined using the following formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Allowable Points for Price})}{\text{Proposer's Price}} = \text{Points}$$

5. **Discussions:** As determined by the evaluation process, proposer's reasonably susceptible of award may be offered the opportunity to discuss their proposal with the procurement officer or evaluation committee and the proposal may be adjusted as a result of the

REVIEW OF PROPOSALS

discussion. Proposers may also be allowed to submit a best and final proposal as a result of the discussion.

6. **Presentations:** ANTHC reserves the right to require an oral presentation. As determined by the evaluation process, proposers reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, proposers will be notified in writing of the presentation's requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

The entire evaluation committee shall be present for oral presentations. All costs associated with an oral presentation shall be borne by the proposer.

7. **Notice of Award:** After award of Contract all Proposer's will be issued a Notice of Award containing the name(s) and address(es) of all proposers and the recipient of the contract.
8. **Informal Debriefing:** Any proposer may request and receive an informal debriefing after the Notice of Intent to Award is mailed out. The debriefing shall be limited to the offeror's proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed.

REQUEST FOR PROPOSAL # ANTHC-12-R-42478
PRICE SCHEDULE
ALASKA NATIVE MEDICAL CENTER STRATEGIC MARKET PLANNING RESEARCH

DESCRIPTION: Provide all tools, labor, equipment, parts, supplies, and supervisions necessary to create and execute a Market Research survey for ANMC according to the Scope of Work.

ITEM	DESCRIPTION	PRICE
001	Base Year - 2012	\$ _____
002	Option Year one - 2014	\$ _____
003	Option Year two - 2016	\$ _____
TOTAL AMOUNT		\$ _____

The Contractor shall only bid for acceptance those items that conform to the requirements of this request. ANTHC reserves the right to inspect or test any supplies or services that have been offered for acceptance. ANTHC may require re-performance of non-conforming services at no increase in contract price. ANTHC must exercise its post-acceptance rights within a reasonable time period after discovery.

OPTION TO EXTEND SERVICES: ANTHC may require continued performance of any services within the limits and at the rates specified in the contract. The Contracting Officer may exercise the Option to Extend Services by written unilateral modification to the contract.

SCHEDULE OF SERVICES: The Contractor shall provide all services in accordance with the Scope of Work, subject to the terms and conditions of this proposal.

COMPANY INFORMATION:

_____ (Company Name)	
_____ (Signature)	_____ (Date)
_____ (Typed or Printed Name)	_____ (Title)
_____ (Address)	
_____ (Telephone Number)	_____ (email address)

SCOPE OF WORK

Alaska Native Medical Center Strategic Market Planning Research

BACKGROUND: Alaska Native Tribal Health Consortium (ANTHC) is looking to commission a survey that reflects Alaska Native and American Indians' perception of the care they are eligible to receive at the Alaska Native Medical Center. Our goal is to:

- Improve our organizations performance practices, capabilities and results;
- Facilitate communication and sharing of best practices information with ANTHC and throughout our network of partners; and
- Serve as a framework for understanding and managing our performance and for guiding planning and opportunities for learning.

PURPOSE: The purpose of this project is to help us build a survey that will get data on what Alaska Native and American Indian people think about ANMC as well as how they prefer to get their information. We will look to the winning vendor to provide guidance on how to best collect the information we are looking for and the questions we should ask. Our goal is to get a better understanding of the following so we can plan our marketing efforts accordingly:

- Determine the perceptions and attitudes of the general public regarding the quality of service received at ANMC.
- Identify the characteristics that promote customer satisfaction and dissatisfaction with ANMC services.
- Identify the specific region where the sentiment came from.
- Get a better understanding of why beneficiaries choose to go somewhere else (other than ANMC)
- If they do choose ANMC to receive services, why?
- Where do they prefer to get their information/news (Facebook/social media, newspaper, radio, etc.)?

ANTHC will use this information to guide our decision-making and marketing efforts in achieving customer satisfaction and loyalty.

TASKS: The contractor shall carry out the customer satisfaction survey to a sampling of approximately 650 Alaska Native/American Indians from around the state, proportionate to Census/population data. We will work with the winning vendor to hear their recommendations for how to best achieve the results we are looking for to achieve our goals.

DELIVERABLES: The contractor shall present a schedule of project milestones and completion dates within seven (7) workdays following the award of the contract to ANTHC's Project Manager. We would like to receive the data both electronically and via hard copy (four copies).

By September 15, 2012, the contractor shall provide all of the data and executive summary that identifies:

- Identify key customers (Alaska Native and American Indian people who are eligible to receive services at the Alaska Native Medical Center or other tribal facilities.
- How the key customers perceive ANMC.
- Why their perceptions are what they are.
- How do they get their news/information

We would also like each bid to submit three references as well as a list of health care organizations and Alaska Native companies they have done business for in the past.

SCHEDULE: The schedule will be as follows:

<u>Activity</u>	<u>From NTP</u>
Deliver Survey Instrument for review	7 calendar days
Complete Customer Contacts	30 calendar days
Deliver draft report	35 calendar days
Final Executive Summary	40 calendar days

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions are hereby made a part of this Alaska Native Tribal Health Consortium (ANTHC) Purchase Order unless otherwise specified on the face of this order:

- 1. ACCEPTANCE OF TERMS:** (a) The goods and services shall be furnished by the Vendor subject to and in accordance with this order. Vendor's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions. (b) Any additional or different terms and conditions which may appear in any communication from the Vendor or in any printed form of the Vendor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by ANTHC. No such additional or different terms or conditions shall become part of the order despite ANTHC's receipt thereof unless ANTHC specifically agrees in writing to their inclusion.
- 2. SHIPPING INSTRUCTIONS:** (a) Shipments will be prepaid via cheapest common carrier, F.O.B. destination, unless otherwise stated in this order. C.O.D. shipments will not be accepted. (b) ANTHC Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices. (c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets in accordance with applicable laws.
- 3. TIME OF DELIVERY:** Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time.
- 4. VARIATION IN QUANTITY:** No variation in quantity will be accepted unless specifically authorized elsewhere in this order.
- 5. PRICE:** (a) ANTHC shall receive the benefit of any general reduction in Vendor's price prior to delivery and in no event shall ANTHC be charged higher prices than Vendor's similar customers who take delivery in substantially the same amounts and similar circumstances. (b) Prices shall be inclusive of all federal, state, and local taxes except those taxes from which ANTHC as a purchaser is exempt or immune.
- 6. PAYMENTS:** Payments for goods and services furnished under this order will be due thirty (30) days after the latter of (1) receipt and acceptance of goods or services, (2) receipt of proper billing for such goods or services, or (3) receipt of all documents required by the order.
- 7. REIMBURSEABLE EXPENSES:** The following related expenses are to be reimbursed at "cost" by ANTHC only when specifically authorized within the contract award documents. All invoices for reimbursement of expenses must to be accompanied by actual itemized receipt for the expense. The contractor may opt to utilize the Federal Per Diem Rate in lieu of invoice(s) for actual expenses but this shall be disclosed prior to contract award. **NOTE:** Reimbursement for alcohol is not authorized.
 - * **AIRFARE:** Actual cost of coach airfare
 - * **PER DIEM (LODGING/MEALS/INCIDENTALS):** Actual cost not to exceed established Federal Per Diem Rate for Anchorage AK
 - * **LOCAL TRANSPORTATION (RENTAL CAR):** Actual cost not to exceed ANTHC established rates with Enterprise Rent-a-Car shown below. Contractor is authorized to utilize ANTHC / Enterprise Rent-a-Car rate agreement by directly contacting Enterprise Rent-a-Car and utilizing Account Code – 45A1429 (password "ANT").
- 8. DISCOUNT DATE:** Cash discount period on any invoice received shall commence on the date shipment is received or accepted by ANTHC or date of receipt of invoice, whichever is later.
- 9. INSPECTION AND ACCEPTANCE OF GOODS:** (a) All work performed and all goods delivered are subject to ANTHC's inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to hidden damage found in a timely manner, latent defects, fraud, such gross mistakes as amount to fraud, and exercise of warranties. (b) Goods rejected by ANTHC for any reason may be held, transported and/or stored by ANTHC at Vendor's sole expense. On items delivered in error or in excess of the quantity ordered or authorized, ANTHC reserves the right to return said items at Vendor's expense. Vendor agrees to hold ANTHC harmless for any damages, destruction, or other loss during such return. (c) Vendor shall promptly reimburse ANTHC for any expense that ANTHC has advanced on Vendor's behalf in holding, transporting and/or storing, rejected or nonconforming goods or over shipments.
- 10. RIGHT TO INSPECT PLANT AND WORK:** ANTHC may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Vendor or any subcontractor which is related to the performance of this order.
- 11. WAIVER:** The waiver of any breach of the terms of this order by ANTHC shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered or services constitute such waiver.
- 12. WARRANTIES:** (a) Vendor warrants that all articles, materials, and equipment supplied under this order conform to the specifications of this order, to be of merchantable quality, and to be free from defect in materials and workmanship.
(b) Vendor shall honor standard commercial guarantees and warranties offered by the manufacturer and any other specific warranty or guarantee specified elsewhere in this order.
- 13. LIENS OR CLAIMS:** Vendor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

14. ASSIGNMENT: This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of ANTHC Procurement Officer. Requests for transfer or assignment must be in writing, and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for services or supplies provided in the performance of this order.

15. AUTHORITY: The procurement officer whose name appears on the face of this order has authority to act as agent for ANTHC. Vendor is cautioned that instructions contrary to the provisions of this order, which are received from ANTHC employees not specifically delegated authority to act in this matter, are not valid or binding on ANTHC, and are a violation of ANTHC policy and procedures.

16. CHANGES: No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of ANTHC.

17. COMPARATIVE FAULT: Contractor shall be responsible for its own damages or injuries to Contractor as result of its own employees, property or person acting for or on behalf of Contractor from whatever cause. All actions or claims including costs and expenses resulting from injuries or damages or death sustained by any person or property arising from the Contractor's performance of this contract which are caused by the joint negligence of the Contractor and the Owner shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Owner must be a direct result of active involvement by the Owner.

18. TERMINATION, DELAYS AND EXCUSED PERFORMANCE: (a) ANTHC may, by written notice stating the extent and effective date, terminate this order for convenience, in whole or in part, at any time. ANTHC shall pay the Vendor as full compensation for performance until such termination: (1) the unit or pro rata price for the delivered and accepted portion; (2) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Vendor with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price. (b) ANTHC may, by written notice, terminate the order for Vendor's default, in whole or in part, at any time, if the Vendor refuses or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Vendor shall be liable for any and all damages incurred by ANTHC including but not limited to cost of inspections, receipt, transportation, care, custody and cover cost. Vendor shall also be liable for any and all consequential damages incurred by ANTHC that are related to such breach. (c) If performance is delayed through no fault, and for reasons beyond the reasonable control of the Vendor, an extension of time may be granted for completion. If a delay is determined to have been caused by ANTHC, the time for performance, and the price of the order may be subject to adjustment. (d) Vendor shall in any event notify ANTHC without delay when Vendor has reason to believe performance will or may be delayed.

19. ROYALTIES, LICENSES, AND PERMITS: Vendor shall pay all royalties and fees to obtain licenses and permits relating to items or services provided in this order.

20. LIABILITY FOR ANTHC-FURNISHED PROPERTY: Vendor assumes complete liability for any tools, articles or materials, if any, furnished by ANTHC to Vendor in connection with this order. Vendor agrees to pay for all such items so furnished and spoiled by it or not otherwise accounted for to ANTHC's satisfaction. The furnishing to Vendor of any tools, articles or material in connection with this order shall not unless otherwise expressly provided, be construed to vest title thereto in Vendor.

21. RETENTION, EXAMINATION AND AUDIT OF RECORDS: ANTHC and the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Vendor to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Vendor shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order.

22. OTHER APPLICABLE LAWS: ANTHC is a recipient of funds pursuant to a Self-Determination compact under the Indian Self-Determination Act, 25 U.S.C. 450 et seq. As a result, certain provisions of federal agreements and federal law are applicable to ANTHC procurements. Therefore, the Vendor will comply with any provision required to be included in an order of this type by any applicable and valid Executive Order, Federal, State, or local law, ordinance, rule or regulation, grant, or contract, including but not limited to the following: Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c et seq), Anti-Kickback Act of 1986 (41 U.S.C. 51-58 et seq), section 6032 of the Deficit Reduction Act of 2005, Davis-Bacon Act (40 U.S.C. 276a to 276a-7), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 et seq), Clean Air Act (42 U.S.C. 7401 et seq), and Clean Water Act (33 U.S.C. 1251 et seq). Each are incorporated by reference in this order. Vendor shall comply with ANTHC's policies regarding detection and prevention of health care fraud and abuse in accordance with section 6032 of the Deficit Reduction Act of 2005 and will exercise due diligence to promptly report any suspected fraud, waste, and abuse through appropriate channels. ANTHC policy is located at <http://www.anthc.org/cs/contracting/upload/Fraud-Waste-and-Abuse-Awareness-and-Reporting-Policy-2.pdf>

23. PATENTS AND COPYRIGHTS: Unless otherwise provided in this order, any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of ANTHC and subject to applicable provisions of ANTHC Regulations and Board of Directors Policies.

24. OWNERSHIP OF MEDIA RELATED MATERIAL: Contractor agrees that all Work Products (defined below) shall be upon its creation the sole property of ANTHC. To the extent any Work Product is subject to copyright, Contractor agrees that such Work Product shall be considered "work for hire" within the meaning of the United States Copyright Act, whether or not used by ANTHC, and that ANTHC shall be considered the "author" of such Work Product within the meaning of the Act. All copyrights in the Work Product shall be owned exclusively by ANTHC on their creation, and Contractor expressly disclaims any interest in them. In the event, and to the extent, that any Work Product subject to copyright is found as a matter of law not to be "work for hire" within the meaning of the United States Copyright Act, Contractor hereby assigns to ANTHC the sole and exclusive right, title, and interest in the Work Product, copyrights to, and all copies of, the Work Product, in any medium and without further consideration, and agrees to assist ANTHC to register, and from time to time to enforce, the copyrights. Regardless of whether the Work Product is subject to copyright, Contractor hereby assigns and agrees to assign to ANTHC all right, title, and interest to the Work Product, including without limitation all trademark, patent, and other intellectual property rights. Contractor agrees to execute such documents as may be necessary,

in ANTHC's judgment, to evidence and/or secure ANTHC's ownership rights and assignments under this paragraph. As used in this paragraph, "Work Product" means all work product, tangible and intangible, created by Contractor in the course of its work for ANTHC, and includes without limitation all writings; all photographic images, whether negatives, prints, transparencies, digital data, or otherwise; all videos and films, including without limitation all raw footage and edit masters; all software and data; all discoveries and inventions; all intermediate works, including without limitation all notes, outlines, and the like; all reproductions of any of the foregoing in any media whatsoever; and all derivative works based on any of the foregoing.

25. DISPUTES: Any dispute, which may arise between the Vendor and ANTHC, in any manner concerning this order, shall be resolved in accordance with ANTHC policy and procedures.

26. UTILIZATION OF INDIAN-OWNED BUSINESS CONCERNS: It is the policy of ANTHC to actively seek participation of Indian-owned business concerns in its procurements. The Vendor is encouraged to do the same regarding subcontracts or purchase orders for any part of the performance of this order.

27. INSURANCE: During performance of services covered by this Purchase Order, and for at least one (1) year thereafter, VENDOR shall maintain, as a minimum, the insurance coverage's listed below. Prior to execution of this Purchase Order, VENDOR shall submit to the ANTHC a Certificate of Insurance evidencing such insurance coverage.

Workers' Compensation and Employers Liability	The Contractor must maintain Workers Compensation Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employer's Liability Insurance not less than \$500,000 each employee, each accident. The Contractor shall also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Where applicable, for both the contractor and subcontractor, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
Commercial General Liability	The Contractor shall maintain a Commercial General Liability (CGL) Insurance policy, per project, for Bodily Injury and Property Damage, at least as broad as the current ISO policy occurrence form, with coverage limits not less than \$1 million combined single limit per occurrence and \$2 million combined single limit aggregate. The policy shall include Premises/Operations, Products/Completed Operations, and Advertising and Personal Injury. The policy shall also include coverage endorsements for broad contractual liability, broad form property damage, and independent contractors. The policy shall name ANTHC as an additional insured and grant a waiver of subrogation on behalf of ANTHC for this project.
Commercial Automobile Liability	The Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used on the project, with coverage limit not less than \$1,000,000 per person/\$1,000,000 per occurrence combined single limit bodily injury and property damage.

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

29. CONFLICT OF INTEREST: An officer or employee of ANTHC may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

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

31. ANTHC SMOKE FREE CAMPUS PROVISION: Effective November 16, 2006, the Alaska Native Tribal Health Consortium (ANTHC) shall be a tobacco-free campus. Tobacco use in any form is prohibited on and within all buildings, facilities, vehicles and property whether owned, leased, controlled or used by ANTHC. This policy shall include all privately owned vehicles when located on such property and ANTHC owned or operated vehicles wherever located.

Contractor Employees and/or the employees of its sub-contractors shall not expose patients, visitors, or ANTHC employees to second-hand smoke and/or the smell of tobacco from their person when on ANTHC properties listed below. Said employees are further prohibited from having visible tobacco products on their persons while on or in ANTHC buildings, facilities and other properties, as identified below.

- Alaska Native Medical Center (ANMC), 4315 Diplomacy Drive, Anchorage Alaska
- Alaska Area Office Building, 4141 Ambassador Drive, Anchorage Alaska
- University Lake Building, 3925 Tudor Centre Drive, Anchorage Alaska
- ANTHC Offices, 4201 Tudor Centre Drive, Anchorage Alaska
- ANTHC Airport Kiosk, Ted Stevens International Airport, Anchorage Alaska
- Alaska Clinical Engineering Services (ACES) Office, 4831 Old Seward Highway, Anchorage Alaska

- Creekside Apartments, 3640 E. 42nd Avenue, Anchorage Alaska
- Regional Supply Service Center (Clinton Warehouse) 6130 Tuttle Place, #2, Anchorage Alaska
- ANTHC Administrative Office Building, 4000 Ambassador Drive, Anchorage Alaska
- Division of Environmental Health and Engineering (DEHE) Office Building, 1901 & 1915 Bragaw Street, Anchorage Alaska
- DEHE Lower Yard, 131 Orca Street, Anchorage Alaska
- DEHE Mechanical/Upper Yard, 242 Orca Street, Anchorage Alaska
- DEHE Electrical Shop/Upper yard, 222 Orca Street, Anchorage Alaska
- DEHE Office, 1867 Airport Way, Fairbanks Alaska
- Construction Yards located in Nome, Kotzebue, Bethel and Dillingham Alaska.

Contractors and subcontractors are encouraged but not mandated to refrain from exposing individuals to second hand smoke when performing work for ANTHC at locations other than noted above.

32. EMPLOMENT NON-SOLICITATION: During the term of this Agreement, Contactor and for 12 months from the termination of this Agreement with ANTHC, Contractor shall not, either on her or his own account or agents or other representatives of Contactor or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of ANTHC to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with ANTHC.