

## STATE OF ALASKA

Department of Health and Social Services
Division of Finance & Management Services
3601 C Street, suite 578
Anchorage, AK 99503

# **Request For Proposals**

RFP 06 160000002

Date of Issue: July 14, 2015

RFP: Home and Community-Based Services; 1915(i) and 1915(k) Implementation

Department of Health and Social Services, Division of Senior and Disabilities Services is seeking a Contractor to provide consulting services to State Medicaid agencies on behavioral health, senior, and disabilities services.

# Offerors Are Not Required To Return This Form.

<u>Important Notice</u>: 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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Lois Lemus
Procurement Officer
Department of Health and Social Services
Lois.lemus@alaska.gov

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# SECTION ONE INTRODUCTION AND INSTRUCTIONS

# 1.01 Return Mailing Address, Contact Person, Telephone Number, and Deadline for Receipt of Proposals

Offerors must submit an original and <u>6</u> unbound copies of their proposal, in writing, in a sealed envelope to the procurement officer. Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.

The state discourages overly lengthy and costly proposals. Proposals should not exceed 150 pages.

Include with your proposal packet a CD containing electronic copies of the Proposal and Cost Proposal as separate documents. Electronic documents should be no larger than 5MB each. Submissions <u>must</u> be addressed as follows:

Department of Health and Social Services
Division of Finance & Management Services
Attention: Lois Lemus
Request for Proposal (RFP) Number: 06 160000002
Project name: Home and Community-Bases Services; 1915(i) and 1915(k) Implementation 3601 C Street, Suite 578
Anchorage, AK 99503

Proposals must be received no later than 2:00 P.M., Alaska Time on **August 4, 2015.** Fax proposals are not acceptable. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Lois Lemus - PHONE 907-269-3002

## 1.02 Contract Term and Solicitation Schedule

The contract term and solicitation schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award through July 1, 2016.

The approximate solicitation schedule is as follows:

- Issue RFP July 14, 2015;
- Deadline for Receipt of Questions July 28, 2015;
- Deadline for Receipt of Proposals August 4, 2015;
- Proposal Evaluation Committee complete evaluation by approximately August 11, 2015

and 1915(k) Implementation

State of Alaska issues Notice of Intent to Award a Contract approximately August 14, 2015;

## 1.03 Purpose of the RFP

Department of Health and Social Services (DHSS), Division of Senior and Disabilities Services is seeking a Contractor to provide consulting services to State Medicaid agencies on behavioral health, senior, and disabilities services. The Contractor will be tasked with drafting a comprehensive implementation plan for a 1915(i) State Plan Home and Community-Based Services (HCBS) Benefit and a 1915(k) Community First Choice (CFC) option. The Contractor (directly or through subcontract) will require subject matter experts in developmental disabilities, Alzheimer's Disease and related dementias, brain injuries, and severe mental illness. The project is a joint collaboration of DHSS, the Alaska Mental Health Trust Authority, the Alaska Commission on Aging, the Alaska Mental Health Board, the Advisory Board on Alcoholism and Drug Abuse, the Governor's Council on Disabilities & Special Education, and the Alaska Brain Injury Network. A steering committee has been formed to identify and work with the Contractor. Proposal development/evaluation, contract review, and ongoing project activities will be jointly administrated by the steering committee. Work under this contract must be completed by July 1, 2016. Implementation of both options must be accomplished by July 1, 2017.

# 1.04 Budget

Department of Health and Social Services, Division of Senior and Disabilities Services, estimates a budget of **\$400,000.00** for completion of this project. Proposals priced at more than **\$400,000.00** will be considered non-responsive.

## 1.05 Location of Work

The location(s) the work is to be performed, completed and managed at the Contractor's headquarters anywhere in the United States. The Contractor must be able to travel to the following locations in Alaska: Anchorage, Barrow, Bethel, Fairbanks, Juneau, Kenai, Ketchikan and Nome.

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 personnel to accomplish the needed tasks to make 3 planning meeting trips to Anchorage or Juneau and one focus group/community forum trip to each of the following: Anchorage, Barrow, Bethel, Fairbanks, Juneau, Kenai, Ketchikan, and Nome. 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 contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

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

Failure to comply with this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

## 1.06 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: http://www.state.gov/g/tip/

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

## 1.07 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.

## 1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

# 1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. **No further questions will be allowed after 1:30 pm Alaska time on July 28, 2015.** Send questions to *lois.lemus @alaska.gov*.

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.

## 1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

# 1.11 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.

## 1.12 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.

# 1.13 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

# 1.14 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.

## 1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If a proposal with Subcontractor is submitted, the Offeror **must submit** a statement with their proposal indicating that the Offeror will perform 75% of the amount of work for the entire project. This percentage is measured in terms of the total price of the contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.
- (g) a written statement, signed by each proposed subcontractor indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (per Section 1.18).

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

## 1.16 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

## 1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;

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- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## 1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Health and Social Services, reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## 1.19 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.

# 1.20 Solicitation Advertising

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

## 1.21 News Releases

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

# 1.22 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.

# 1.23 Disputes

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

governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## 1.24 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.

# 1.25 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) <u>must</u> be completed and submitted with your proposal.

https://www.epls.gov/

# SECTION TWO STANDARD PROPOSAL INFORMATION

## 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

# 2.02 Pre-proposal Conference

A pre-proposal conference will not be held for this solicitation. See Section 1.08 for instructions on submitting questions regarding this RFP.

## 2.03 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.

## 2.04 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.

# 2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.12 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:

- a) 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
- b) 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.

## 2.06 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

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## 2.07 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 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.

## 2.08 Minimum Qualifications

In order for offers to be considered responsive offerors must provide evidence that they meet these minimum prior experience requirements.

- 1) Experience with two (2) technical assistance projects within the past five (5) years to states on the development of Medicaid 1915 State Plan Options.
- 2) Five (5) years of federal and/or state level experience within the past eight (8) years with Medicaid policy and program development and analysis.

Experience must include all of the following:

- o Provide a letter of reference from a State that you provided design of Centers for Medicare and Medicaid Services (CMS) approved 1915(i) and/or 1915(k) State Plan Options;
- o Offeror must demonstrate in writing they have experience with evaluation of Medicaid payment rate structures and mechanisms;
- o Offeror must demonstrate in writing they have experience with development of federal CMS waiver applications and/or Medicaid State Plan Amendments;
- o Offeror must demonstrate in writing they have experience with development of state Medicaid regulations and/or legislative proposals.
- 3) Offeror must have three (3) years of experience in the past six (6) years with some combination of: health program evaluation, service development and evaluation for the following populations: Behavioral Health, Physical Disabilities, Intellectual and/or Developmental Disabilities, Age and Disability Related Dementia, Brain Injury. Demonstrate in writing the experience and identify the populations.

Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## 2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

## 2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

## 2.11 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

# 2.12 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 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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license:
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

## 2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Services' web site:

http://doa.alaska.gov/dgs/policy.html

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)

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.

# 2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent 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 Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

# 2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent, 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.

#### Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

# 2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.



## Formula Used to Convert Cost to Points

# [STEP 1]

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

Offeror #1 -	Non-Alaskan Offeror	\$40,000
Offeror #2 -	Alaskan Offeror	\$42,750
Offeror #3 -	Alaskan Offeror	\$47.500

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## **[STEP 2]**

Convert cost to points using this formula.

The RFP allotted 40% (400 points) of the total of 1,000 points for cost.

## 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 points.

## Offeror #3 receives 337 points.

Χ	400	=	16,000,000	÷	\$47,500	=	337
	Max				Offeror #3		Points
Cost Points Adjus					Adjusted By		
			The Application Of				
					All Applicable	!	
					Preferences		
	X	Max	Max	Max	Max Points	Max Offeror #3 Points Adjusted By The Application All Applicable	Max Offeror #3 Points Adjusted By The Application Of All Applicable

## 2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

# EXAMPLE

## Alaska Offeror Preference

# [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

## Total number of points available - 1,000 Points

1,000	x 10%	=	100
<b>Total Points</b>	Alaskan Offerors		Number of Points
Available	Percentage Preference	G	Given to Alaskan Offerors

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## Under the Preference

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## [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 890 points Offeror #2 - 800 points Offeror #3 - 880 points

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

Offeror #1 - **890 points** Offeror #2 - **900 points** Offeror #3 - **980 points** 

Offeror #3 is awarded the contract.

## 2.18 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in *Anchorage*, Alaska. If the contract negotiations take place in *Anchorage*, Alaska, the offeror will be responsible for their travel and per diem expenses.

# 2.19 Failure to Negotiate

If the selected offeror

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

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

# 2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

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## 2.21 Protest

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten 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:

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

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

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

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

# SECTION THREE STANDARD CONTRACT INFORMATION

## 3.01 Contract Type

This contract is a *Firm Fixed Price* contract.

## 3.02 Contract Approval

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 and Social Services, 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.

## 3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

# 3.04 Proposal as a Part of the Contract

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

## 3.05 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.

# 3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

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## 3.07 Bid Bond - Performance Bond - Surety Deposit

N/A

## 3.08 Contract Funding

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

# 3.09 Proposed 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.

## 3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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.

# 3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

## 3.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

# 3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order 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.

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## 3.14 Termination for Default

If the project director 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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

## 3.15 Liquidated Damages

N/A

# 3.16 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 project director 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 and Social Services or the Commissioner's designee.

## 3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

# 3.18 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.).

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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 FOUR BACKGROUND INFORMATION

# 4.01 Background Information

The State of Alaska, Department of Health and Social Service (DHSS), is committed to reforming Medicaid services to ensure Alaskans have continued access to sustainable Home and Community-Based (HCBS) Services. To this end, DHSS will amend its Medicaid State Plan to elect the funding authorities for HCBS found in sections 1915(i) and 1915(k) of the Social Security Act.

The programmatic impacts of the new State Plan Amendments are significant. The combination of services provided by these amendments will serve eligible individuals with physical, cognitive, intellectual and behavioral health needs whose income qualifies for the Medicaid program and who have functional needs, but may or may not meet institutional level of care requirements. These new State Plan options may replace or complement the current 1915(c) Medicaid waivers: Children with Complex Medical Conditions (CCMC), Adults with Physical and Developmental Disabilities (APDD), Alaskans Living Independently (ALI), and individuals with Intellectual and Developmental Disabilities (IDD). The new State plan amendments will replace the Personal Care Assistance (PCA) program and portions of State funded grant programs. State plan and regulation changes will be required to implement these new amendments and will involve extensive public comment and tribal consultation. Numerous changes to existing management information systems will be necessary.

#### 1915(i) Option

Implementation of State Plan HCBS in Alaska will provide a broad array of appropriate services for Medicaid recipients who are at risk of institutionalization or who are transitioning out of institutions, such as skilled nursing facilities, Alaska Psychiatric Institute, intermediate care facilities for individuals with intellectual disabilities, psychiatric residential treatment facility, a Division of Juvenile Justice youth facility, or a correctional facility. The anticipated impacts of this option include the realization of a federal funding source for individuals now accessing residential care through the State's General Relief Assisted Living program. The 1915(i) amendment also has potential as a federal funding source for elderly Pioneer Home residents with Alzheimer's disease and related dementias who do not need institutional care, and who currently rely on the State-funded "Payment Assistance Program" to fund their care. Further, the 1915(i) option presents an opportunity to reform the current Personal Care Assistance program. Finally, the 1915(i) option provides the opportunity for HCBS to people experiencing functional impairments caused by severe, emotional disturbances, serious mental illness and/or co-occurring disorders. The state believes that treatment and long-term supportive services provided in a home and community-based environment have the potential to reduce incarceration, recidivism, institutionalization, and homelessness. The 1915(i) option presents the ability to improve the service continuum for people involved in the iuvenile justice system with mental illness and disabilities transitioning from adolescence to adulthood. The development of an appropriate funding mechanism and structure for flexible services such as assertive community treatment, housing, peer support, and mobile services fills an existing gap into which this population easily falls, and would assist in decreasing recidivism and institutionalization.

## 1915(k) Option

The impact of implementing a 1915(k) amendment will need to be fully assessed to determine the most appropriate service configuration that includes transitioning the current 1915(c) waiver for those that meet institutional level of care. Second, the 6 percent increase in FFP will allow Alaska to further improve its delivery of services to eligible Medicaid recipients. A study of the 1915(k) option was completed for DHSS in 2012 and provides foundational information for the work to be completed under this contract.

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# SECTION FIVE SCOPE OF WORK

## 5.01 Scope of Work

The Division of Senior and Disabilities Services (SDS) is seeking a Contractor with a minimum of five years' experience in providing expert consulting services to State Medicaid agencies on behavioral health, senior, and disabilities services. The Contractor will be tasked with drafting a comprehensive implementation plan for a 1915(i) State Plan HCBS Benefit and a 1915(k) Community First Choice (CFC) option. The Contractor will require subject matter experts in developmental disabilities, Alzheimer's Disease and related dementias, brain injuries, and severe mental illness. The project is a joint collaboration of DHSS, the Alaska Mental Health Trust Authority, the Alaska Commission on Aging, the Alaska Mental Health Board, the Advisory Board on Alcoholism and Drug Abuse, the Governor's Council on Disabilities & Special Education, and the Alaska Brain Injury Network. A steering committee has been formed to identify and work with the Contractor. Proposal development/evaluation, contract review, and ongoing project activities will be jointly administrated by the steering committee. Work under this contract must be completed by July 1, 2016. Implementation of both options must be accomplished by July 1, 2017.

The Contractor shall deliver a comprehensive implementation plan for a 1915(i) State Plan Home and Community-Based Services benefit option and a 1915(k) Community First Choice option. The plan shall include, but not be limited to:

- Data collected and other evidence of research conducted by the Contractor to accurately assess the number of recipients currently receiving services who would be affected when 1915(i) and/or 1915(k) options are adopted. This effort must also identify additional individuals who may be newly eligible for 1915(i) and/or 1915(k) services due to Medicaid expansion.
- A comprehensive plan that includes eligibility criteria, target populations, service plan options, and implementation recommendations tailored to Alaska based upon research and input taken from meetings with stakeholders.
- A cost impact analysis of the feasibility of implementing these amendments that must include: eligibility criteria, target populations, no caps, state-wideness requirements, and service packages to be provided.
- Identification of potential gaps in existing service delivery infrastructure and capacity.
- Identification of potential gaps in delivery infrastructure and capacity post-implementation.
- Development of detailed provider manual/conditions of participation.

## 5.02 Deliverables

The contractor will be required to provide the following deliverables:

The following shall be completed **to the satisfaction of the Contracting Agency** and shall constitute the performance criteria associated with the contract. All deliverables must be sent to the Contracting Agency's Project Manager. The following list of deliverables will function as a checklist for the Contracting Agency's Project Manager prior to authorizing payment of invoices and at the end of the project before certifying project completion.

## Task 1: Project Planning

- a. Within 30 days of contract award, the Contractor must deliver a detailed project work plan, containing, at a minimum, the identification of all tasks to be completed throughout the project (including anticipated state involvement to forecast staffing resource and schedule needs), performance measurements for all tasks, staff resource assignments for each task, a schedule for completing project activities that includes timelines for completing project milestones and deliverables, and a project organization chart that identifies project staff, including name, organization, role, responsibilities, and involvement. Multiple roles may be assigned to the same individual (subject to approval by the Contracting Agency for key project staff).
- b. Within 30 days of contract award, the Contractor must review the Contracting Agency's project timeline

and recommend changes, if any, necessary to meet the July 1, 2017 "Go Live" deadline. The Contractor's analysis shall include, but not be limited to, the State's ability to meet the full project scope by the deadline, efficient task sequencing (network diagram), logic rules, staffing, etc. The Contractor shall consider project risks and schedule compression techniques, if needed.

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#### Deliverables:

- a. A Gantt chart with its accompanying work breakdown structure that meets the requirements listed above delivered in Microsoft Project Professional 2013.
- b. A PowerPoint presentation, delivered in person, by the Contractor's Project Manager to the steering committee summarizing the methods, results, and conclusions of the timeline analysis and providing recommendations for meeting the Go Live deadline.
- c. Additionally, during the duration of the contract, the Contractor's Project Manager must participate in at least 2 (two), in-person, planning meetings with the Contracting Agency's Project Manager in either Anchorage, Alaska, or Juneau, Alaska.
- d. A website for internal and external use where stakeholders can ask questions and obtain information, including a list of Frequently Asked Questions developed by the Contracting Agency that the Contractor must update periodically, as new material becomes available.

#### Task 2: Stakeholder Input Process

- a. Lead the formation of a 1915(i) and (k) Development and Implementation Council that includes a majority of members with disabilities, representing the client population to be served by the 1915(i) and 1915(k) options, elderly individuals, and their representatives. The Council will collaborate with the Contracting Agency when designing the State Plan Amendment to provide services.
- b. Conduct and coordinate public outreach activities with the Alaska Mental Health Trust, Alaska Advisory Board on Alcoholism and Drug Abuse, Alaska Brain Injury Network, Alaska Commission on Aging, Alaska Mental Health Board, and the Governor's Council on Disabilities and Special Education to ensure that Alaskans who benefit or could benefit from services in both urban and rural areas have the opportunity to provide input. Primary data sources shall consist of DS3 (one of SDS' primary databases), Social Assistance Management System, Alaska's Automated Information Management System, Alaska's Resource for Integrated Eligibility Services, and Enterprise, the Medicaid claim payment system. The review must include Traumatic and Acquired Brain Injury mini-grant recipients to help identify the needs of people who are not currently receiving services. The Contractor must also review "Proposed Plan for Implementing Community First Choice in Alaska" (2012) and include relevant elements from the plan in the present effort.
- c. Convene focus groups and community forums with providers of services to be offered under the 1915(i) and 1915(k) options.
- d. Solicit input from other principal stakeholders, including DHSS Leadership, Division of Health Care Services, Division of Public Assistance, Division of Juvenile Justice, Office of Children's Services, Division of Behavioral Health, Division of Senior and Disabilities Services, DHSS IT Leadership or governance group, owners of other key systems identified in Task 4, boards and commissions listed under item b. of this task, the Care Coordinator Network leadership, the PCA Association, and the Assisted Living Home Providers Association.

## **Deliverables**:

- a. <u>By September 30, 2015</u>: A Development and Implementation Council that is fully formed with a list of confirmed Alaskan participants, a council charter and bylaws approved by the membership, if needed, and in the process of holding their first meeting.
- b. With the Development and Implementation Council: a) host one in-person focus group and one in-person community forum in each of the following Alaskan communities: Anchorage, Barrow, Bethel, Fairbanks, Juneau, Kenai, Ketchikan, and Nome for a total of 8 (eight) focus groups and 8 (eight) community forums, b) host one teleconferenced and/or web-based forum for statewide public input.
- c. An accurate assessment of the number of recipients currently receiving services who would be affected if 1915(i) and/or 1915(k) options are adopted. This effort must also identify additional individuals who may be newly eligible for services due to Medicaid expansion. This eligibility analysis must include hospital discharge data and data from the Alaska Trauma Registry to identify recipients who are not currently receiving services but that would be under the 1915(i) option.

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- d. A PowerPoint presentation detailing methods, results, and conclusions of the research and data analysis presented at a steering committee meeting. The Contractor may attend by video- or teleconference or could attend in-person during one of the two, mandatory planning meetings introduced under Task 1. A draft version of the presentation must be sent to the Contracting Agency's Project Manager at <u>least 7 days prior</u> to the steering committee meeting.
- e. Conduct monthly decision-maker briefings by video conference.

#### Task 3: Review of Regulations

- a. Review of Federal regulations governing 1915(c), (i), and (k) with a focus on how the regulations affect implementation in Alaska.
- b. Review emerging CMS guidance, if any, and develop potential questions to pose to CMS for clarification.
- c. Review regulatory frameworks of other states adopting 1915(i) and 1915(k) options with a focus on how the regulations support implementation.
- d. Review regulatory frameworks of other states that, having offered minimal or no services for adults with brain injury, implemented 1915(i) and 1915(k) options that included this target population.
- e. Review Alaska statutes and regulations.

#### **Deliverables:**

- a. Written, specific information and recommendations for ensuring that regulations adopted to implement 1915(i) and 1915(k) options in Alaska are in compliance with Olmstead and state-wideness requirements.
- b. A written summary of CMS rules and how they relate to Alaska's implementation, including the Contractor's questions to and responses from CMS, specifically Person Centered Planning, Conflict Free Case Management and Settings Rule.
- c. A written summary detailing, for a minimum of 4 (four) other states that have implemented 1915(i) and 1915(k) options, the planning and implementation experience of those states: how each state is meeting the various requirements for 1915(i) and 1915(k), each state's eligibility criteria and target populations, the planned timeline of each state and the actual timeframe for implementation, successes and challenges, best practices, and lessons learned.
- d. A written summary that includes the same main elements as Deliverable c. of this task for a minimum of 4 (four) states whose 1915(i) and 1915(k) implementations satisfy the characteristics listed under Task 3 d.
- e. A detailed, written summary of the 1915(i) and 1915(k) rate structure established by the states investigated to meet the requirements of Deliverables c. and d. in this task.
- f. A written summary detailing changes to Alaska statutes and regulations in order to implement 1915(i) and 1915(k).

## **Task 4: Review of Current Operations**

- a. Review of current Medicaid service delivery systems, including but not limited to, Home and Community Based Service.
- b. Review of state-funded programs.
- c. Review of rate structures in place.
- d. Review of management information and technology systems.
- e. Conduct interviews with owners of key Medicaid service delivery technology systems.
- f. Maintain a focus on Departmental IT roadmap alignment.
- g. Review of management information and technology systems for potential reuse and efficiency gain.

#### **Deliverables:**

Each deliverable must be produced in draft and final format.

- a. An accurate, detailed, written summary of Alaska's current *Medicaid-funded* service including but not limited to Home and Community-Based Service delivery models and existing infrastructure tailored to meet the information needs of the implementation plan.
- b. An accurate, detailed, written summary of Alaska's current **state-funded** service delivery models and existing infrastructure tailored to meet the information needs of the implementation plan.
- c. A detailed description of existing management information and technology systems.

- d. An analysis of any key system changes in all state Medicaid delivery systems needed to fulfill the objectives in the implementation plan.
- e. A detailed, written summary of the rate structures in place.

#### Task 5: Identify Eligibility/Resource Allocation Criteria and Target Populations

- a. Identify eligibility criteria for 1915(i).
- b. Identify eligibility criteria for 1915(k).
- c. Identify eligibility criteria for individual services, if any.
- d. Identify target populations.
- e. Establish resource allocation approaches.

### **Deliverables:**

- a. A detailed, written analysis of recommended eligibility criteria, target populations, resource allocation approaches, and implementation tailored to Alaska based upon research and meetings with stakeholders (from Task 2).
- b. Projected numbers of unduplicated individuals, for each target population, for the 1915(i) option.

#### Task 6: Environmental Scan of Functional Assessment Tools

- a. Conduct an environmental scan of functional assessment tools used in Alaska and in other states that could be used to support determination of eligibility for 1915(i) and 1915(k) program services.
- Make recommendations for a functional assessment tool or tools to be used in administration of 1915(i) and 1915(k) options.

#### **Deliverables:**

- a. In advance of deliverable b. of this task: A list of the assessment tools to be investigated forwarded to the Contracting Agency's Project Manager for approval.
- b. Written evaluation matrix highlighting features, benefits and limitations, provider and client satisfaction, identified populations for use, cost of each tool, system change requirements to support the implementation and functionality of the tool, and estimated costs associated with those system changes. The matrix must summarize at least 5 (five) different assessment tools unless otherwise agreed with the Contracting Agency's Project Manager. The Contractor must rank each tool's estimated "fit" with Alaska's programs.

## **Task 7: Determine Service Package**

- a. Identify current Medicaid State Plan and 1915(c) services to be migrated into 1915(i) and 1915(k) amendments.
- b. Identify current 1915(c) waiver services that cannot be migrated, if any, into 1915(i) and 1915(k) amendments.
- c. Identify current services funded solely with state general funds to be incorporated into 1915(i) and 1915(k) amendments.
- Identify new services and supports to be covered under 1915(i) and 1915(k) as appropriate for each target population.
- e. Identify changes/enhancements to initial intake, screening, assessment, and service authorization practices with special focus on establishing common data elements and definitions applicable to all target populations.
- f. Review Alaska State regulations and recommend amendments based upon the work conducted in Task 3 and Task 4: Rate structures.

#### Deliverable:

a. A written, detailed analysis of service plan options available to Alaska and proposed regulation changes that includes all the elements of items a.-f. in this task.

#### Task 8: Establish Quality Assurance and Improvement Plan

- a. Recommend procedures for monitoring of eligibility determination, assessment, service planning and service delivery to meet CMS quality management requirements for each amendment.
- b. Recommend patient satisfaction survey tool.

## Deliverables:

a. Map the existing quality management infrastructure with additional recommended procedures for monitoring eligibility determination, assessment, services planning and service delivery that addresses monitoring of providers, assessment/support planning, and service delivery.

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b. Analysis of Alaska and other states' patient satisfaction survey tools with recommendation for a tool that will meet the needs of the state and CMS.

#### Task 9: Develop a Provider Manual/Conditions of Participation

a. Recommend provisions for a Provider Manual and Conditions of Participation in the 1915(i) and 1915(k) options.

### Deliverable:

- a. A written document that contains, at a minimum, the following major elements:
  - 1. Introduction:
  - 2. Values/Core Principles;
  - 3. Eligibility and Enrollment;
  - 4. Person-Centered Planning and Service Delivery;
  - 5. Define proposed HCBS services to comport with 1915(i) and 1915(k) State Plan Options.
  - 6. Appendix:
    - a. HCBS service clusters;
    - b. HCBS provider competencies, to include peer support competencies, in evidence-based practice;
    - c. Staffing guidelines;
    - d. HCBS clinical documentation and quality assurance reviews;
    - e. HCBS attestation forms and examples.

### **Task 10: Cost Impact Analysis**

a. Provide a cost impact analysis of implementing the amendments, taking into account eligibility criteria, target populations, and service packages to be provided.

#### Deliverable:

A cost impact analysis provided as a single document that includes, at a minimum:

- a. Maintenance of effort analysis;
- b. Cost estimation of the additional costs to the "i" and "k" amendments of:
  - 1. Expanding Medicaid coverage to adults 19 through 64 years of age who are currently not eligible for Medicaid or Medicare and who have income at or below 138% of the Federal Poverty Level for Alaska;
  - 2. Additional costs incurred by Aging and Disability Resource Centers (ADRC) if access to the 1915(i) and 1915(k) options are amended to require the State's ADRCs to provide support to recipients for prescreening and application for services;
  - 3. Changes to the State's current operational infrastructure, including intake, assessment, and support planning;
  - 4. Cost estimate of the changes needed to DHSS Medicaid delivery systems. This should include changes to current systems identified, as well as new modules or systems.
  - 5. New quality management tools;
  - 6. Patient Satisfaction Survey;
  - 7. Training, including materials and delivery;
  - 8. New staff to manage the requirements of the program;
  - 9. Identification of additional state IT resources needed to make changes to existing state systems

The analysis must include estimates of cost savings due to:

- 1. A 1915(i) refinancing of 100% state general fund services with a 50% federal match;
- 2. A 1915(k) refinancing of 1915(c) waiver and PCA funded with a 56% federal match;
- 3. Enhanced federal match for tribal services provided to Indian Health Service beneficiaries;
- 4. Other savings due to a shift from state general fund only services to Medicaid reimbursed services at 50% or greater federal match, (e.g., associated with shelters, emergency rooms, Alaska Psychiatric Institute, and Department of Corrections):
- 5. Reductions in the total number of duplicate PCA/waiver assessments as a result of initial screenings;

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6. Rate changes;

7. Other decreased administrative costs to the state, if any.

This deliverable must cover the first 5 (five) years of 1915(i) and 1915(k) implementation and shall be based upon state fiscal year.

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#### Task 11: Develop Implementation Plan

- a. Recommend an operations infrastructure as needed to secure federal and state approvals.
- b. Recommend provisions for an enrollment guide and a plan for training providers.
- c. Recommend a transition plan.

#### Deliverable:

- a. Implementation plan delivered as draft and final documents. At a minimum, the plan must contain the following major elements:
  - 1. Table of contents;
  - 2. Executive summary, including recommendations;
  - 3. Detailed description of the planning effort:
    - a. Policies, procedures, and tool development: Intake and screening, assessment, support plan, participant support infrastructure, worker training requirements and infrastructure, continuous quality improvement;
    - b. Community outreach: Outreach plan, outreach logistics, outreach events, and outreach website;
    - c. Recommendation of rates and rate setting;
  - 4. Approvals and rules: State approval, CMS approval, and adoption of rule changes;
  - 5. Operations infrastructure: Tool piloting, identify additional or adjustments to SDS/Division of Behavioral Health staffing, implementing private sector infrastructure support, altering the role of Waiver Care Coordinators, establishing mechanisms for individualized budgets/hour assignments, building participant support infrastructure, building quality management infrastructure, and building training infrastructure for Direct Care Staff;
  - 6. Plan and timeline for communication with participants and providers, developing materials that communicate program changes, enrolling providers, and transitioning participants;
  - 7. Plan and timeline for transitioning the waiver and PCA services to the HCBS and the Community First Choice program;
  - 8. Plan for transitioning grant program services, including the Developmental Disabilities Registry and the General Relief programs to the HCBS program;
  - 9. Cost impact analysis, including maintenance of effort and eligibility;
  - 10. All recommended Management Information and Technology System changes, including the infrastructure requirements of a system that will support new operational processes and management of the programs, updates to the existing Alaska Automated Information Management System and/or Medicaid Management Information System;
  - 11. Training plan;
  - 12. Lessons learned in other states;
  - 13. Best practices in other states;
  - 14. Questions posed to and responses received from CMS, if any:
  - 15. Summary of input received at focus groups and community forums; and
  - 16. Preliminary version of the Intake Protocol.

#### **Task 12: Project Management**

- a. Work in cooperation with the Contracting Agency's Project Manager to ensure that all project tasks are completed on or before established completion dates;
- b. Update the project work plan as necessary throughout the project and obtain approval for any changes from the Contracting Agency's Project Manager;
- c. Provide technical assistance to the agency Project Manager, agency IT staff, and the steering committee for the duration of the project;
- d. Initially, participate in weekly video- or teleconference project status meetings with the agency Project Manager at which the Contractor must communicate the project status and indicate any issues or concerns with the project. The purpose of the meeting is to allow the State to track progress made on the project.

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Weekly meetings must have a standard agenda which will be drafted by the Contracting Agency with input from the Contractor. The Contracting Agency may decide to reduce the frequency of these meetings as the project progresses;

- e. Participate in monthly steering committee meetings, present issues that require a decision from the committee, and provide project status reports. The Contractor is also responsible for drafting meeting notes that consist of questions asked by individual committee members, decisions made by the committee as a whole, parking lot items, and action items. Meeting notes in draft format must be provided to the Contracting Agency's Project Manager no later than 2 (two) business days after the meeting. Final notes must be provided no later than 2 (two) days after the Contractor receives the draft back from the Contracting Agency's Project Manager. Participation by video or teleconference is acceptable except as noted earlier for specific deliverables;
- f. Provide input for the drafting of agendas for steering committee meetings;
- g. To avoid duplication of effort: Coordinate with existing DHSS contractors working on Medicaid expansion/reform contracts and the Division of Behavioral Health Supported Housing Strategic Plan, and any other contractors working with the department on reform activities.

#### General

The Contracting Agency and steering committee shall review the work performed and deliverables by the Contractor. The State shall have at least 10 working days to either: (1) review and approve each deliverable as submitted, or (2) approve the deliverable with comments to be included by the Contractor for final delivery, or (3) disapprove the deliverable with comments to the Contractor for required revisions. Any identified deficiencies must be corrected to the satisfaction of the Contracting Agency within 10 working days after the receipt of the State's comments. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

Unless otherwise specified, all written deliverables shall be provided in MS Word 2010 format. Contractor must meet professional standards in regards to syntax, spelling and content/format. Format conventions shall be approved by the Contracting Agency's Project Manager. Format conventions for written documents include, but are not limited to: fonts, point sizes, and heading/outlining numbering scheme. Acceptance of the implementation plan shall be contingent upon acceptance of all project deliverables and on the Contractor's acceptable performance of all requirements. Upon acceptance of corrected deficiencies, the Contracting Agency shall accept the final plan in writing.

## **Project Administration**

Project administration responsibilities required by the Contractor shall include, but are not limited to:

Develop weekly progress reports that analyze the progress of the work to date, provide a plan for the next project period, and indicate any problem areas with proposed corrective action. An updated project schedule must accompany the weekly status report and must be provided in Microsoft Project Professional 2013. The weekly report shall be sent electronically to the Contracting Agency's Project Manager by close of business Alaska Standard Time each Monday. The report shall be formatted as follows. Contractor can obtain an electronic version of this form from the Contracting Agency's Project Manager.

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#### **Billing Reports**

Payments for work completed shall be based upon the receipt of acceptable work products per deliverable identified herein. The Contractor shall provide an original invoice that specifically identifies the services and other items *for which the billing is submitted*.

#### Correspondence

All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned project name and numbers. The Contractor shall submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Contracting Agency's Project Manager for review and acceptance prior to its distribution.

#### Coordination

All coordination and correspondence for the project shall be handled through and with the concurrence of the Contracting Agency. The contractor will be expected to coordinate with existing Medicaid Expansion and Reform Technical Assistance Contractors to ensure projects compliment actives and avoid duplication.

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## **Report Revisions**

The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

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## **Release of Information**

The Contracting Agency must approve the release of any project-related information.

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# SECTION SIX PROPOSAL FORMAT AND CONTENT

## 6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

## 6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

# 6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule outlined in Task 1.

# 6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

# 6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

# 6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,

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d. itemize the total number of estimated hours for each individual named above.

Offerors must provide reference letters detailing the Offeror's past performance on similar projects.

Offerors must provide evidence within this section that they meet the minimum requirements specified in Section 2.08 Minimum Qualifications along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

## 6.07 Cost Proposal

Please complete the Cost Proposal template in Section Eight (Attachments) of this RFP.

The completed cost proposal, along with any reference to pricing, is to be **excluded** from the body of the offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope. Failure to comply with this requirement will result in a proposal rejected as non-responsive.

## 6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

# SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1,000

## 7.01 Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- [e] Has the offeror provided a Project Planning Schedule?

## 7.02 Methodology Used for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

# 7.03 Management Plan for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

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- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?
- [j] A PowerPoint presentation detailing methods, results, and conclusions of the research and data analysis presented at a steering committee meeting. The Contractor may attend by video- or teleconference or could attend in-person during one of the two, mandatory planning meetings introduced under Task 1. How will the Offeror be attend?

## 7.04 Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Do the individuals assigned to this project have demonstrate experience with Alaskan 1915(c) Waiver, Medicaid State Plan and grant fund services administration, or a proposed plan for gaining this essential knowledge?
- [c] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [d] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [e] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference detailing the past performance on similar projects?
- [h] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## 7.05 Contract Cost (40 Percent)

Overall, **40**% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

### **Converting Cost to Points**

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The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

## 7.06 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

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## **SECTION EIGHT ATTACHMENTS**

#### 8.01 Attachments

#### Included in this RFP document

- 1. Offeror's Checklist
- 2. Cost Proposal Form
- 3. Proposal Evaluation Form
- 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier **Covered Transactions**

#### **Attached Separately**

- 5. Standard Agreement Form
  - a. Appendix A
  - b. Appendix B1 or B2
  - c. Appendix Cd. Appendix D

  - e. Appendix E HIPAA Business Associate Agreement
- 6. Notice of Intent to Award

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### **OFFEROR'S CHECKLIST**

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the offeror's proposal. **Offerors are to complete and return this form**. Completion of this form does not guarantee a declaration of responsiveness.

Offerer:		
Ollelol		
1.	Per s	section 1.04, the budget does not exceed \$400,000.00
	Evid	ence is provided on page #
3.	Per s	section 1.16, provide a statement regarding Offeror's Certification.
	Evid	ence is provided on page #
4.		section 1.16, proposal has been <u>signed</u> by an individual authorized to bind the offeror to th sions of the RFP.
	Evid	ence is provided on page #
5.	Per s	section 1.17, provide a Conflict of Interest statement.
	Evid	ence is provided on page #
6.		section 1.24, offeror has signed and returned the Certification Regarding Debarment, pension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
	Evid	ence is provided on page #
7.	Per s	section 2.08, evidence that the offeror meets the minimum prior experience requirements.
	1)	Experience with two (2) technical assistance projects within the past five (5) years to states on the development of Medicaid 1915 State Plan Options.
	Evid	ence is provided on page #
	2)	Five (5) years of federal and/or state level experience within the past eight (8) years with Medicaid policy and program development and analysis.

Experience must include all of the following:

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- o Provide a letter of reference from a State that you provided design of Centers for Medicare and Medicaid Services (CMS) approved 1915(i) and/or 1915(k) State Plan Options;
- o Offeror must demonstrate in writing they have experience with evaluation of Medicaid payment rate structures and mechanisms;
- o Offeror must demonstrate in writing they have experience with development of federal CMS waiver applications and/or Medicaid State Plan Amendments;
- o Offeror must demonstrate in writing they have experience with development of state Medicaid regulations and/or legislative proposals.

Litacijos is piotiasa oli page n	Evidence is	provided on	page #
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3) Offeror must have three (3) years of experience in the past six (6) years with some combination of: health program evaluation, service development and evaluation for the following populations: Behavioral Health, Physical Disabilities, Intellectual and/or Developmental Disabilities, Age and Disability Related Dementia, Brain Injury. Demonstrate in writing the experience and identify the populations.

Evidence is provided on page #\_\_\_\_.

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Task 1

#### **COST PROPOSAL BY DELIVERABLE**

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. Please enter your cost in the spaces provided below for completing each deliverable.

Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Total Proposed Cost:	\$

[e] Has the offeror provided Project Planning Schedule?

## PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.
Person or Firm Name
Name of Proposal Evaluation (PEC) Member
Date of Review
RFP Number
EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000
7.01 Understanding of the Project—5 Percent
Maximum Point Value for this Section - 50 Points 1000 Points x 5 Percent = 50 Points
Proposals will be evaluated against the questions set out below.
[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
EVALUATOR'S NOTES
[b] How well has the offeror identified pertinent issues and potential problems related to the project?
EVALUATOR'S NOTES
[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
EVALUATOR'S NOTES
[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
EVALUATOR'S NOTES

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STATE OF ALASKA Title: Home and Community-Based Services; 1915(i) and 1915(k) Implementation	RFP No. 06 16000000
EVALUATOR'S NOTES	
EVALUATOR'S POINT TOTAL FOR 7.01	-
7.02 Methodology Used for the Project—10 Percent	
Maximum Point Value for this Section - 100 Points 1000 Points x 10 Percent = 100 Points	
Proposals will be evaluated against the questions set out below.	
[a] How comprehensive is the methodology and does it depict a logical approach to furthe RFP?	ulfilling the requirements of
EVALUATOR'S NOTES	
[b] How well does the methodology match and achieve the objectives set out in the R	
EVALUATOR'S NOTES	
[c] Does the methodology interface with the time schedule in the proposal?	
EVALUATOR'S NOTES	
EVALUATOR'S POINT TOTAL FOR 7.02	
7.03 Management Plan for the Project—15 Percent	
Maximum Point Value for this Section - 150 Points 1000 Points x 15 Percent = 150 Points	
Proposals will be evaluated against the questions set out below.	
[a] How well does the management plan support all of the project requirements and lo deliverables required in the RFP?	ogically lead to the
EVALUATOR'S NOTES	

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES \_\_\_\_\_

and 1915(k) Implementation
[c] Is the organization of the project team clear?
EVALUATOR'S NOTES
[d] How well does the management plan illustrate the lines of authority and communication?
EVALUATOR'S NOTES
[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
EVALUATOR'S NOTES
[f] Does it appear that offeror can meet the schedule set out in the RFP?
EVALUATOR'S NOTES
[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
EVALUATOR'S NOTES
[h] To what degree is the proposal practical and feasible?
EVALUATOR'S NOTES
[i] To what extent has the offeror identified potential problems?
EVALUATOR'S NOTES
[j] Did the Offeror provide how they will attend the PowerPoint presentation detailing methods, results, and conclusions of the research and data analysis presented at a steering committee meeting? The Contractor may attend by video- or teleconference or could attend in-person during one of the two, mandatory planning meetings introduced under Task 1.
EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR 7.03

similar projects?

Title: Home and Community-Based Services; 1915(i) and 1915(k) Implementation

## 7.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 200 Points 1000 Points x 20 Percent = 200 Points Proposals will be evaluated against the questions set out below. Questions regarding the personnel. [a] Do the individuals assigned to the project have experience on similar projects? EVALUATOR'S NOTES \_\_\_\_\_ [b] Do the individuals assigned to this project have demonstrate experience with Alaskan 1915(c) Waiver, Medicaid State Plan and grant fund services administration, or a proposed plan for gaining this essential knowledge? EVALUATOR'S NOTES \_\_\_\_\_ [c] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires? EVALUATOR'S NOTES \_\_\_\_\_ [d] How extensive is the applicable education and experience of the personnel designated to work on the project? EVALUATOR'S NOTES Questions regarding the firm. [e] Has the firm demonstrated experience in completing similar projects on time and within budget? EVALUATOR'S NOTES \_\_\_\_\_ If] How successful is the general history of the firm regarding timely and successful completion of projects? EVALUATOR'S NOTES

[q] Has the firm provided letters of reference from previous clients detailing the Offeror's past performance on

Title: Home and Community-Based Services; 1915(i) and 1915(k) Implementation	RFP No. 06 160000002
EVALUATOR'S NOTES	
[h] If a subcontractor will perform work on the project, how well do they measure up to the offeror?	evaluation used for the
EVALUATOR'S NOTES	
EVALUATOR'S POINT TOTAL FOR 7.04	
7.05 Contract Cost — 40 Percent	
Maximum Point Value for this Section - 400 Points 1000 Points x 40 Percent = 400 Points	
Overall, 40 percent of the total evaluation points will be assigned to cost. The cost amount be affected by one or more of the preferences referenced under Section 2.13.	t used for evaluation may
Converting Cost to Points	
The lowest cost proposal will receive the maximum number of points allocated to cost. The cost on the other proposals will be determined through the method set out in Section 2.15.	
EVALUATOR'S POINT TOTAL FOR 7.05	
7.06 Alaska Offeror Preference — 10 Percent	
Alaska bidders receive a 10 percent overall evaluation point preference.  Point Value for Alaska bidders in this section 100 Points  1000 Points x 10 Percent = 100 Points	
If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska C preference will be 10 percent of the total available points. This amount will be added to the of each Alaskan offeror.	
EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 100)	

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** 

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

# (BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid,
that neither it nor its principals are presently debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any

of the Statements in this certification, such prospe explanation to this Proposal.	ective participant shall attach an
Name and Title of Authorized Representative	
Signature	Date

and 1915(k) Implementation

#### Instructions for Certification

- 1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment