



STATE OF ALASKA
Department of Health and Social Services

Informal Request for Proposals (IRFP) # 190000114

Proof of Concept Analysis

The Department seeks to engage an offeror to develop a proof of concept paper for an 1115 waiver that incorporates the use of the federally facilitated health marketplace to provide health coverage for specified Medicaid enrollees. The proof of concept paper should include an analysis of the use of private market coverage for Medicaid enrollees, potential incorporation of a work requirement component into the program and waiver, the potential for use of a block grant to bring forward the concept, and recommendations for items outside of the Medicaid program, such as referenced based rates, that will enhance the redesign concept.

The proof of concept paper must be completed by June 30, 2019.

Date of Issue: May 10, 2019

Deadline for Receipt of Proposals: May 21, 2019, 2pm (AKST)

Procurement Officer: Susan Jabal
Department of Health and Social Services
Phone: (907) 465-5842
Email: susan.jabal@alaska.gov

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive notification of subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Department of Health and Social Services is soliciting proposals for a proof of concept analysis for the development of an 1115 waiver. A concept paper has been developed and focuses on enrollment of specified Medicaid enrollees into a private market insurance product. The reform initiative is intended to contain both a private option and work requirements. The base approach of the initiative is to combine a private option for the Medicaid program with elements that will ensure cost savings and cost control.

The proof of concept analysis should include discussion of a block grant as an option to fulfill these objectives; and whether items outside of the Medicaid program, such as the use of referenced-based rates in the private market, could be used to enhance the redesign concept.

The proof of concept paper must be completed by June 30, 2019.

SEC. 1.01 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on Tuesday, May 21, 2019

SEC. 1.02 PROPOSAL RETURN INSTRUCTIONS

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:
hss.procurement.proposal@alaska.gov

The email submission must contain the IRFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted. The response should total no more than 7 (seven) pages in length.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

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.

Paper Submission

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, to the procurement officer, in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

The sealed proposal package(s) must be addressed as follows:

Department of Health and Social Services
Division of Finance and Management Services
Attention: Susan Jabal, Procurement Officer
IRFP Number: 190000114
IRFP Title: Proof of Concept Analysis

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760
Juneau, AK 99801

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.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

SEC. 1.03 QUESTIONS PRIOR TO THE DEADLINE FOR RECEIPT OF PROPOSALS

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 12 noon (AKST) on May 16, 2019.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Susan Jabal
susan.jabal@alaska.gov

SEC. 1.04 CONTRACT BUDGET

The Department of Health and Social Services, estimates a budget of \$100,000.00 for completion of this project. Proposals priced at more than \$100,000.00 will be considered non-responsive.

SEC. 1.05 IRFP SCHEDULE

The RFP 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 deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP on May 10, 2019
- Deadline for receipt of questions on May 16, 2019 (12 noon AKST)
- Deadline for receipt of proposals on May 21, 2019 (2pm AKST)
- Proposal Evaluation Committee complete evaluation by May 27, 2019
- State of Alaska issues Notice of Intent to Award a Contract by May 27, 2019
- Contract begins May 30, 2019

SEC. 1.06 MINIMUM QUALIFICATIONS AND PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Offeror must have successfully worked with at least two (2) states to address cost effectiveness within the state's Medicaid program
- Offeror must have successfully worked with at least two (2) states to develop and draft a federal 1115 Demonstration Medicaid waiver
- Offeror must have successfully completed at least two (2) projects that required financial analysis and consultation services that were provided in support of the development of an 1115 waiver application within the past five (5) years

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.

SEC. 1.07 AMENDMENTS TO PROPOSALS OR ALTERNATE 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.

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

SEC. 1.08 EVALUATION OF PROPOSALS

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.09 CONTRACT APPROVAL

This IRFP 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.

SEC. 1.10 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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an offeror's proposal 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, prior to the deadline for receipt of proposals.

SEC. 1.11 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

SEC. 1.12 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Alaska faces unique challenges as it seeks to ensure that high-quality health care services are affordable and accessible to all Alaskans:

- Alaska's health care costs are among the highest in the nation. Per capita health care spending has tripled over the last twenty years; since 1991, Alaska has the highest per capita health expenditure growth rate in the country.
- Health insurance premiums in Alaska are among the highest in the country. Alaska's Marketplace (Exchange) health insurance premiums are the highest in the country. As in many other states, individuals and businesses struggle with the high cost of health insurance premiums.
- Nearly 100,000 Alaskans do not have health insurance. Fourteen percent of Alaska's population is uninsured, the third-highest uninsured rate in the country. Although Alaska's Medicaid expansion extended coverage to approximately 47,000 low-income Alaskans, Alaska has the highest uninsured rate among states that undertook the Medicaid expansion.¹
- The Alaska Medicaid program provides coverage for approximately 28 percent of all Alaskans.
- Alaska's Medicaid expenditures per enrollee are among the highest in the country.
- Individuals who have Medicare coverage frequently face challenges accessing care due to Medicare payment rates.

Alaska's Medicaid program in its current form is not financially sustainable. While the department has undertaken a series of initiatives (including those outlined in SB 74 which passed the Alaska Legislature in 2016) to address Medicaid program costs, these measures are not sufficient to address the State's current budget demands.

The Department of Health and Social Services seeks to transform its Medicaid program to both preserve and enhance access to care for low-income Alaskans and provide smoother transitions for Alaskans from the Medicaid program into private coverage. It is also a goal of the department to work through the Alaska Medicaid, as the largest health care program in the State, to influence reforms across the health care delivery system to benefit all Alaskans.

To improve program sustainability, promote enrollee connection to health insurance and ease transitions between subsidized health coverage programs, it is the goal of the department to connect Medicaid enrollees with health coverage through the independent health insurance marketplace. Placement in the marketplace will better engage enrollees with private health coverage options and improve continuity of coverage for transitions between available coverage options. The creation of smoother transitions between the Medicaid program and Marketplace coverage will help eliminate barriers to enrollees seeking greater economic gains that currently price them out of health care coverage.

Toward this end, the department is seeking contractor support to perform a cost analysis of the impact of moving eligible Medicaid enrollees into the federally facilitated marketplace.

A concept paper for the desired reform initiative is included in this solicitation, in Section 8: Attachments.

SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department seeks to engage an offeror to develop a proof of concept paper for an 1115 waiver that incorporates the use of the federally facilitated health marketplace to provide health coverage for specified Medicaid enrollees. The proof of concept paper should include an analysis of the use of private market coverage for Medicaid enrollees, potential incorporation of a work requirement component into the program and waiver, the potential for use of a block grant to bring forward the concept, and recommendations for items outside of the Medicaid program, such as referenced based rates, that will enhance the redesign concept.

The paper should also include any suggestions for streamlining and reducing costs within the program to ensure the concept meets federal waiver cost neutrality requirements, and improves the overall cost effectiveness of the program.

A concept paper for the desired reform initiative is included in this solicitation, in Section 8: Attachments

SEC. 3.02 CONTRACT TERM

The State of Alaska is on an expedited timeframe for completion of this project.

The length of the contract will be from the date of award, approximately May 30, 2019, until June 30, 2019.

The offerors proposal should identify how their methodology will achieve this timeline.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.03 DELIVERABLES

Deliverable One: Proof of Concept Paper

The offeror is required to provide to the Department a proof of concept paper that explores the movement of a specified group of Medicaid recipients into coverage in the federally facilitated marketplace and corresponding recommendations for developing the option, including recommendations for the appropriate federal waiver type and structure. The proof of concept paper should include an analysis of whether such a proposal is likely to receive CMS approval, succeed in reducing Medicaid costs, and achieve its objectives while preserving quality and reducing overall costs. The consultant will also be asked to provide recommendations on adjustments to the concept to improve affordability, or other design approaches that may be equally as effective to accomplishing the objectives.

The proof of concept paper should also include the following:

1. Federal requirements regarding the payment of premiums and required cost-sharing by the Alaska Medicaid program for Medicaid enrollees placed in the marketplace;
2. Potential for using a block grant or per capita cap strategy to support the approach;

3. Analysis of whether such a proposal is likely to receive CMS approval, succeed in reducing Medicaid costs, and achieve its objectives of providing quality healthcare at a reduced cost;
4. Potential for adding a work requirement/self-sufficiency component for Medicaid enrollees that transition to the facilitated marketplace;
5. Recommendations for items outside of the Medicaid program, such as the use of referenced based rates in the private market, that will support the feasibility of the approach; and
6. Recommendations for streamlining and reducing costs within the program to ensure the concept meets federal waiver cost neutrality requirements.
7. Suggestions for items outside of the Medicaid program, such as the use of referenced based rates in the private market, should also be included.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make one payment for services at completion of the project.

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.

SEC. 3.06 LOCATION OF WORK

Work provided for this contract may be performed remotely. The state will not provide workspace for the contractor; the contractor must provide its own workspace.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must 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.

SEC. 3.07 SUBCONTRACTORS

Subcontractors may not be used to perform work under this contract.

SEC. 3.08 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.09 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.

SEC. 3.10 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.

SEC. 3.11 CONTRACT 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 and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the contractor a description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of four parts – Cover Letter, Understanding, Methodology & Management Plan, and Experience & Qualifications. The total pages for the above shall not exceed 7 (seven), excluding the Cost Proposal.

A Cost Proposal is also required, but must be submitted separately, as describe in Section 1.03: Proposal Return Instructions. No reference to the Cost Proposal may be included in the technical proposal.

Cover Letter

An individual authorized to bind the offeror to the provisions of the IRFP must sign the proposal. The cover letter should contain:

- The offeror’s complete name, mailing address, email address, telephone number
- A statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals
- A statement confirming that the offeror will comply with all IRFP provisions
- If applicable, include a notice that the offeror qualifies for the Alaska Bidder and/or Alaskan Veteran’s preferences.
- Include an Alaska Business License number or certificate number
- If applicable, provide a statement identifying any perceived or potential conflict of interest.

Understanding

Offerors should provide a concise narrative illustrating an understanding of the requirements of the project and the schedule. The State of Alaska is specifically interested in advanced identification of any potential problems or pertinent issues related to this project.

Methodology & Management Plan

The Offeror must also provide a concise narrative illustrating the methodology and management plan they intend to utilize and how these will achieve the State’s goal for this project, and timeline. How will your team adapt should obstacles arise, in order to assure timely and thorough completion of this project?

Experience & Qualifications

Offerors must describe the organization’s experience working on similar projects, as well as the experience of individuals on the core team that will work on this project. Provision of an organizational chart is encouraged, to identify lines of responsibility and authority.

Evidence provided in this section must also meet the minimum requirements specified in Section 1.06: Minimum Qualifications.

SEC. 4.02 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSCATIONS

Each proposal must include a signed certification form (see Section 8: Attachments).

A proposal from a debarred or suspended offeror shall be rejected.

SECTION 5. EVALUATION CRITERIA

SEC. 5.01 EVALUATION CRITERIA

The total number of points used to score proposals will be 100.
All proposals will be reviewed to determine if they are responsive.
If deemed responsive, they will be evaluated using the criteria set out below.

Understanding of the Project – 10 points

Understanding will be a 10% evaluation factor. Offerors should provide a concise narrative that illustrates their understanding of the requirements of the project and the project schedule.

Methodology and Management Plan – 15 points

Methodology and Management Plan will be a 15% evaluation factor. Offerors should provide a concise narrative that sets out the methodology they intend to employ and the management plan that will be utilized to accomplish the work and meet the State's project schedule.

Experience & Qualifications - 25 points

Experience and qualifications will be a 25% evaluation factor. Offerors must describe their experience working on similar projects, and provide evidence that they meet the requirements specified in Section 5 of this IRFP.

Cost - 40 points

Cost will be a 40% evaluation factor.
The lowest priced Cost Proposal (Appendix A) will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

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

Alaska Offeror’s Preference – 10 Points

The Alaska Offeror’s Preference provides a 10% evaluation preference, as described in Section 6.04.

Basis of Evaluation

An evaluation may not be based on discrimination due to race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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 Dept of Revenue or Alaska Dept of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.02 PREFERENCE INFORMATION

The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP 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 Service's 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 prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

SEC. 6.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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.

SEC. 6.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990(250) as an Alaska bidder and is a:

1. sole proprietorship owned by an Alaska veteran;
2. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
3. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
4. Corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

SEC. 6.04 ALASKA OFFEROR PREFERENCE

Alaska offerors will be provided a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(25), are eligible for this preference. Each Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.05 SITE INSPECTIONS

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.06 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

SEC. 6.07 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.08 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.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer.

If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written 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
- e. the form of relief requested.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 RIGHT OF REJECTION

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- 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, per Section 4.02.

SEC. 7.02 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.03 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 that 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 an Award or Notice of 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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

SEC. 7.04 AUTHORIZED SIGNATURE

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

SEC. 7.05 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 IRFP;
- (f) 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 section, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

SEC. 7.06 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 of the 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.

SEC. 7.07 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.08 DISPUTES

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

SEC. 7.09 SEVERABILITY

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

SEC. 7.10 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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.

SEC. 7.11 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SECTION 8. ATTACHMENTS

Attachment 1: Reform Initiative Concept Paper

Attachment 2: Offeror's Checklist

Attachment 3: Proposal Evaluation Form

Attachment 4: Cost Proposal Form

Attachment 5: Debarment Certification

Attachment 6: Example Standard Agreement Form with Appendices

ATTACHMENT 1: REFORM INITIATIVE CONCEPT PAPER

Alaska Department of Health and Social Services

A Continuum of Coverage for Low-Income Alaskans:

Engaging Medicaid Enrollees with Private Market Health Coverage and Easing Transitions Between Low Income Health Programs

Alaska faces unique challenges to ensuring high-quality health care is affordable and accessible for all Alaskans:

- Nearly 14% of all Alaskans lack health insurance. This is the third highest rate of uninsured residents in the country.
- While Alaska Medicaid provides coverage for approximately 28 percent of Alaskans, nearly 100,000 are still without coverage.
- Although Alaska's Medicaid expansion extended coverage to approximately 47,000 low-income Alaskans, Alaska still has the highest uninsured rate among states that expanded Medicaid.¹

We Can and Must Do Better to Ensure Alaskans Have Access to Health Care Coverage

By using a combination of public programs and private market coverage, Alaska can create a continuum of coverage for low income Alaskans that will help ensure access to coverage, provide greater stability for those with variable incomes, and eliminate barriers for low income Alaskans concerned about losing health coverage as they pursue greater economic stability.

In a Nutshell:

- Eligible Medicaid enrollees will be connected to private health coverage offered through the independent health insurance marketplace.
 - Some populations will remain with the Medicaid program and will not transition into the marketplace including the medically fragile; enrollees with incomes below 50% FPL; dual Medicare/Medicaid enrollees; enrollees who are incarcerated and recently released from prison; and aged, blind and disabled enrollees.
- Medicaid program dollars (combined state and federal) will be used to pay health plan premiums and cost-sharing requirements for those moving into the marketplace.
- Medicaid will act like a secondary payer for those transitioning into the marketplace, ensuring that Medicaid enrollees with private coverage will still have access to services such as long-term care and behavioral health.
- All current Medicaid eligibility criteria will remain the same – no individuals will lose access to coverage.

Facilitating this new continuum will help ease the transition between the Medicaid program and ACA supported premium and cost-sharing assistance. The continuum will provide critical support for low income Alaskans seeking greater economic stability and reduce the anxiety over the potential loss of necessary health coverage.

The Department also notes the potential this approach will have on health care premium costs in the marketplace. These new entrants to the marketplace should attract new insurance providers to Alaska to serve those in the Marketplace. This increased competition among insurers may be an important tool to help lower the cost of health care coverage for all Alaskans.

Timeline

April 2019–October 2019:	Complete Actuarial Evaluation; Develop Model and Draft Waiver
June 2019–March 2020:	Negotiate Waiver with CMS; Evaluate and Create Marketplace Capacity
July 2020–January 2021:	Implementation and Initial Enrollment Period

CONTACT: Donna Steward, Deputy Commissioner, Department of Health and Social Services

¹ Kaiser Family Foundation, 2017

April 15, 2019

ATTACHMENT 2: 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 IRFP for the offeror's proposal. Offerors are to complete and return this form. Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Evidence that the offeror holds a valid Alaska business license. (Note: Proof of business license is not required at time of proposal submission but is required prior to contract award.)

Evidence is provided on page #_____.

2. Per Section 1.04, the budget does not exceed \$100,000.00

Evidence is provided on page #_____.

3. Per Section 4.01, provide a statement regarding Offeror's Certification.

Evidence is provided on page # _____.

4. Per Section 7.04, proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page #_____.

5. Per Section 7.06, provide a Conflict of Interest statement.

Evidence is provided on page # _____.

6. Per Section 1.06, evidence that the offeror meets the minimum prior experience requirements.

Evidence is provided on page #_____.

ATTACHMENT 3: PROPOSAL EVALUATION FORM

- The Total Number of Points Used to Score This Proposal is 100 -

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Initials of Proposal Evaluation (PEC) Member _____

Date of Review _____

Understanding of the Project - 10 Points

[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 _____

Evaluator's Point Total for Understanding of the Project (max 10): _____

Methodology/Management Plan – 15 Points

[a] How comprehensive are the methodology & management plan and do they depict a logical approach to fulfilling the requirements of the IRFP?

EVALUATOR'S NOTES _____

[b] Is the proposal practical & feasible, and does is appropriately with the required time schedule?

EVALUATOR'S NOTES _____

[a] Is the organization of the project team clear, and is communication and accountability clearly defined?

EVALUATOR'S NOTES _____

[b] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

Evaluator's Point Total for Methodology/Management Plan (max 15): _____

Experience and Qualifications - 25 Points.

[a] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

[b] Is there demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

Evaluator's Point Total for Experience & Qualifications (max 25): _____

Evaluator's Combined Point Total for the Above Sections (max 50): _____

* The remaining 50 points are allocated to cost (40) and the Alaska Offerors Preference (10)

ATTACHMENT 4: COST PROPOSAL

Cost Proposal

The purpose of the cost proposal format below is to allow offerors to submit pricing in a consistent manner that the State can evaluate and score. The amount indicated below will be used to establish payment plan of the resultant contract.

Item	Proposed Cost
<p>Completion of a Proof of Concept Analysis, as described in Section 3.01, including all deliverables described in Section 3.02.</p> <p>The cost proposed here must be inclusive of all expenses, direct and indirect.</p>	\$

ATTACHMENT 5: DEBARMENT CERTIFICATION

**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 prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

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.

ATTACHMENT 6: EXAMPLE STANDARD AGREEMENT FORM WITH APPENDIX A AND B1
Standard Agreement Form for Professional Services

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number		2. Contract Title	
3. Vendor Number		4. IRIS CT Number	5. Alaska Business License Number
This contract is between the State of Alaska,			
6. Department of Health & Social Services		Division	hereafter the State, and
7. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>8. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the provision for payment.</p> <p>2.5 Appendix E governs the use of Protected Health Information under this contract.</p> <p>2.6 Appendix F confirms the contractor is in good legal standing with the federal government.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXX</u>, and ends <u>XXX</u> (with two one-year renewal options to be exercised at the discretion of the State).</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>XXX</u>, in accordance with the provisions of Appendix D.</p>			
9. Department of Health & Social Services		Attention: Division of Finance & Management Services	
Mailing Address PO Box 110650, Juneau, Alaska 99811-0650		Attention: Grants & Contracts Support Team	
10. CONTRACTOR		12. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title Owner			
11. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Health & Social Services	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A General Provisions

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

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

Appendix B² Indemnity and Insurance

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement.
Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$ 300,000 per Claim / Annual Aggregate
\$ 100,000 - \$499,999	\$ 500,000 per Claim / Annual Aggregate
\$ 500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$ 1,000,000 or over	Refer to Risk Management

Appendix C

Description of Services

Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:

First, this contract document,

Second, the RFP,

Third, the proposal.

Appendix D Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.
The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract