

STATE OF ALASKA REQUEST FOR PROPOSALS



Feasibility Study – API Privatization

RFP 200000024

ISSUED: OCTOBER 2, 2019

The Department of Health and Social Services (DHSS) is soliciting proposals for a study of the feasibility of privatizing the Alaska Psychiatric Institute (API). The services of this contract will provide an analysis of the impact of various models of operation, including remaining solely state-operated, and one, or more, models of privatized operation.

The analysis must include requirements contained in Section 13.01B of Article 13 of the Alaska State Employees Association (ASEA) Collective Bargaining Agreement and Section 6.01 of Article 6 of the Supervisory Unit (SU) Collective Bargaining Agreement.

This RFP replaces a previous solicitation, RFP 20000010.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

SUSAN JABAL
PROCUREMENT OFFICER
SUSAN.JABAL@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS.

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Section 1. Introduction & Instructions

Sec. 1.01 Purpose of the RFP

The Department of Health and Social Services (DHSS) is soliciting proposals for a study of the feasibility of privatizing the Alaska Psychiatric Institute (API). The services of this contract will provide a comparative analysis of the impact of various models of operation, including remaining solely state-operated, and one, or more, models of privatized operation.

The analysis must include requirements contained in Section 13.01B of Article 13 of the Alaska State Employees Association (ASEA) Collective Bargaining Agreement and Section 6.01 of Article 6 of the Supervisory Unit (SU) Collective Bargaining Agreement.

The analysis must be completed no later than December 23, 2019.

Sec. 1.02 Budget

The Department of Health and Social Services, Alaska Psychiatric Institute has a maximum budget of \$185,000 for completion of this project. Proposals priced at more than the budget will be considered non-responsive.

Sec. 1.03 Deadline for Receipt of Proposals

Proposals must be received no later than **2:00 pm prevailing Alaska Time on Thursday, October 24, 2019.**

Sec. 1.04 Minimum Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently to ensure verification of all aspects of the minimums below.

1. Performance of at least two (2) studies within the past five (5) years that provide substantive analysis of governmental health or social services. Studies may include feasibility studies of privatizing or contracting government services.
2. At least three (3) years of experience within the past six (6) years with analysis, development, operation or evaluation of psychiatric hospital services, to include both civil and forensics hospital services.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will not advance to the evaluation stage.

Sec. 1.05 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 deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective 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 deadline for receipt of proposals.

Sec. 1.06 Questions Prior to 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 on October 11, 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 RFP.

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. 1.07 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 RFP 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.

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
RFP Number: 200000024
RFP Title: Feasibility Study – API Privatization

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. 1.08 Proposal Contents

The following information must be included in all proposals:

(a) 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.

(b) 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;
- 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 paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) 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.

(d) 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.

**(e) Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

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

Sec. 1.09 Assistance to Offerors With a Disability

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

Sec. 1.10 Amendments to Proposals

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

Sec. 1.11 Amendments to the RFP

If an amendment is issued, it will be posted directly to the solicitation on the Alaska Online Public Notices. All vendors who have registered with the procurement officer will receive direct notification of the amendment.

Sec. 1.12 RFP 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 October 2, 2019
- Deadline for receipt of questions on October 11, 2019
- Deadline for receipt of proposals on October 24, 2019

- Proposal Evaluation Committee complete evaluation by October 30, 2019
- State of Alaska issues Notice of Intent to Award a Contract by October 31, 2019
- State of Alaska issues contract award by November 11, 2019
- Contract begins November 18, 2019

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.

Sec. 1.13 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation.
Interested parties may submit questions in writing per RFP Section 1.06.

Sec. 1.14 Alternate Proposals

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

Sec. 1.15 News Releases

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

Section 2. Scope of Work & Deliverables

Sec. 2.01 BACKGROUND INFORMATION

Alaska DHSS

The mission of the State of Alaska Department of Health and Social Services (the department) is to promote and protect the health and well-being of Alaskans. In pursuit of its mission, the department has three service priorities:

1. Health and wellness across the lifespan
2. Health care access, delivery and value
3. Safe and responsible individuals, families and communities

The department is an umbrella-type agency that administers or provides most of the state’s health and social services, including Medicaid, public health, senior and disability services, behavioral health services, public assistance, juvenile justice, and child protection services. The department also administers a number of residential facilities, including the Pioneer Homes (state-owned assisted living facilities), the Alaska Psychiatric Institute (the state’s only public psychiatric hospital), and juvenile detention treatment centers.

The Alaska Psychiatric Institute (API)

API is a 24-hour, 80-bed, Joint Commission accredited inpatient psychiatric care facility located in Anchorage, Alaska, with about 300 positions for permanent staff. API provides two primary services: (1) evaluation and treatment of patients placed under the civil commitment laws; and (2) evaluation and restoration services for criminal defendants suspected to be incompetent to stand trial.

As Alaska’s only public psychiatric hospital, it serves as the sole safety net for the entire state of Alaska, and fulfills the State’s statutorily mandated obligation to operate an inpatient psychiatric hospital. The Department has contracted with two regional hospitals in Alaska to serve as “Designated Evaluation and Treatment” centers, which provide for additional psychiatric inpatient treatment beds in mental health units (up to 12 beds at Bartlett Regional Hospital in Juneau and up to 20 beds at Fairbanks Memorial Hospital in Fairbanks). API is under tremendous pressure to admit patients from many referral sources, including: village based referrals, jails, emergency departments, and other settings caring for Alaskans with acute mental illness having episodic events.

API treats the most acute phase of a psychiatric illness when hospitalization is medically necessary. The treatment focus is on the resolution of acute symptoms which interfere with daily functioning and the precipitating psychosocial stressors that preceded the need for hospitalization. As the patient receives optimized treatment, proactive discharge planning assures the return to community living and treatment.

The goal is to limit long and unnecessary hospitalizations and focus on home and community-based treatment services, and, when needed, to assure statewide access to psychiatric inpatient acute care services. To guide quality of care, API applies the following treatment philosophy:

- Provides for the safety and health of patients being served and for staff providing service
- Accepts and respects each individual’s uniqueness, and affirms and nurtures their worth and hope
- Applies the best scientific knowledge and restorative care available to inform and engage persons being served with choices and responsibility for managing their recovery

- Provides services in a trusting partnership with the individuals being served, their families, and support systems

The inpatient units within API range in size from 10 to 26 beds. Historically, fifty (50) beds have been allocated to adult acute psychiatric admissions. In addition to the adult acute units, API has also historically allocated a (10) ten bed unit for medium-security; a (10) ten bed unit for forensic patients; a (10) ten bed unit for adolescents (ages 13-17).

The State holds commitment hearings and medication petition hearings in a special “courtroom” located within API, three afternoons per week.

Current status of API

On September 3, 2019, the state survey agency completed a survey of API. On September 24, 2019, CMS issued a letter notifying API that CMS had found API to be out of compliance with the Medicare Conditions of Participation and imposed a December 23, 2019 deadline to correct the deficiencies or lose participation in the Medicare program. The letter also notified API that its deemed status with The Joint Commission was removed and API was placed under the State’s survey jurisdiction.

Many regulatory bodies are in and out of API on a regular basis, including: State of Alaska (SOA) Licensing and Certification, AKOSHA, the Joint Commission, CMS, the State Ombudsman office. These various agencies require considerable communication, plans’ of correction formulation, leadership intervention, and subsequently; staff training, significant audit trail documentation and programs, follow up reporting, and increased intervals for reporting of issues, followed by more documentation – all of which require considerable human resource time. In summary, API is under high scrutiny from many agencies; all of which demand resources such as staff and leader time to implement changes to operations.

API continues to struggle with staffing challenges (nursing (RN), social worker, MD and APP psychiatry shortages, and other key leadership roles), which threaten the ability to sustain certifications required by regulatory agencies.

As a reminder, API is an 80 bed acute care psychiatric hospital. The physical structure is currently designed for 60 civil adult patients, plus 10 forensic (adult) and 10 adolescent. Due to staffing challenges identified above, the census as of this writing (Aug 2) is 41. Staffing challenges, to include both turnover of leadership and front line staff, create challenges. The introduction and recent efforts of “consultants” from a contractor to help bring API into compliance have proven fruitful, as indicated above. It is believed the work from the “consultants” has provided expertise to API staff in shadow consultant roles, as well the introduction of leadership tools (such as proven successful templates like morning report forms, safety forms, introduction of leader safety huddles, program cloning from contractor other hospital sites, stepped up leader / safety rounds and audits, improvements to unusual occurrence report (UOR) processing, etc) have proven helpful, in achieving regulatory compliance.

API has experienced recent success in filling some key leadership and staff positions; however the Director of Nursing, Safety Officer and select other positions remain empty, albeit under active recruit action. The CEO, the COO, the Quality Assurance Performance Improvement (QAPI) Director are recent examples of the wins in recent recruitment efforts over the past 3 months (since May 2019). Other administrative challenges include the use of paper timecards, and the lack of an industry standard electronic clinical staff timekeeping and scheduling system (such as KRONOS, used by many healthcare organizations), and hire lag due to challenges in the hiring process, etc.

The State of Alaska is actively engaged in expanding the recently awarded 1115i wavier. Currently the SOA 1115i wavier addresses SUD; however expansion plans include the ability to address statewide, the challenges of placement for behavioral health patients. It is anticipated the full implementation of the 1115i, over the 2 – 4 years, will reduce admission pressure on API. This in turn, may reduce the length of stay of patients at API, as well enable better access to care for those with behavioral health challenges. This reduction in length of stay may open other opportunities for different care models at API.

The awardee should consider and address issues related to the ability and feasibility of a contractor’s access to fill such difficult / hard to fill positions. Consideration should be made for the fact that recruiting these difficult to fill positions is a nationwide challenge, and Alaska’s remoteness contributes to the challenges; and the issue of a lone hospital addressing these shortages and the ongoing cost associated with building an “engine” or “system” around recruiting these ongoing difficult to fill specialties. The analysis should address the scope and cost of creating such a recruiting and retention structure (premise and cost of fair market value for wages, professional recruiting team costs, other retention and incentive tools (sign on / retention bonus, and other associated cost(s)). An analysis should include the current SOA system, then compare opportunities afforded by private contractor operations.

Sec. 2.02 CONTRACT TERM AND WORK SCHEDULE

The term of this contract will be from the date of execution through December 23, 2019.

Sec. 2.03 SCOPE OF WORK

The Department of Health and Social Services (DHSS), requires a contractor to identify and analyze various operational models for the Alaska Psychiatric Institute (API). This could include contracting out all or part of API. This could include a phased model, or an all at once model for contracting out. The SOA asks the vendor to bring / apply expertise, knowledge and analysis of the effectiveness and efficacy of other states’ experiences in similar circumstances.

The Scope of Work is organized with the following primary areas of focus:

1. Cost savings estimates of privatization vs. remaining under sole State operation, to include both direct and indirect costs.
 - a. These costs should include the cost of potential litigation and compliance with post-litigation outcomes, both in relation to civil commitment and forensic commitments (the analysis should include scenarios such as settlement agreements, consent decrees, and Department of Justice involvement or injunction).
2. Quality of care, including; the ability of the State to provide care should the loss of certification or licensure occur; share which model will best optimize community resources/partners; improved patient outcomes.
3. Access to care, including the hospital’s operational capacity. The analysis must include modeling of scenarios to eliminate waitlists – both civil and forensic.
4. Administrative quality measures, to include administrative response time to emergent or time-sensitive issues (including, but not limited to, staffing, citations on regulatory standards, and any issue that could jeopardize continuity of operations). This should also include an analysis of the ability to implement and use appropriate and modern technology and data management solutions.
5. Workforce: the ability to attract and retain a competent and qualified workforce which fully meets the needs of patients.

The contractor will identify which potential options will meet the needs of the State of Alaska. This analysis must consider both quantitative and qualitative metrics, including but not limited to: costs and any identified benefits to the State, including financial savings, lower maintenance costs, improved hospital service delivery, enhanced quality of

patient care and patient outcomes, and community and economic impacts. The contractor must consider the complex nature of the populations served by the facility and stakeholders' needs.

The report must provide a comparative analysis of the potential options. This does not need to be a "ranking" but does need to compare and contrast the essential elements identified in the Scope of Work.

Assumptions

The study should assume the following:

- **Level and Quality of Care:** API will continue operating as an acute care hospital and must continue to meet obligations from court-ordered commitments (both civil and forensic).

The number of beds will remain at 80. If a perceived need for a change in the distribution of the type of patient beds were to develop, such a change would require preapproval by the Division of Behavioral Health.

A private operator of API would be required to maintain or improve patient or hospital outcomes, such as clinical quality outcomes, average daily census, length of stay, and cost per occupied bed. A private operator would be required to develop and maintain a comprehensive patient care plan for each patient, which must include intake, treatment team roles, patient programming for each unit (e.g., clinical and educational groups), rehabilitative services, medication management, frequency of medical (including psychiatric), encounters, and a thorough discharge plan.

- **Accreditation and Certification:** A private operator of API would be required to maintain compliance with and accreditation, licensing, and certification by all relevant regulatory authorities, including OSHA, the Joint Commission, the Centers for Medicare and Medicaid Services (CMS), and Alaska Health Care and Facilities Licensing. The operator would be required to provide the written results of any federal, state, local government, or private accrediting organization inspections or surveys.
- **Patient Payer Source:** The State is the payer of last resort. A private hospital contractor would be required to assist potentially eligible patients to apply for Medicaid and Medicare to ensure the cost of medical care is covered. A private operator would be prohibited from sending medically indigent and self-pay patients to collections.
- **Medical Records:** The State must retain ownership of patient medical records. The court system, Department of Law attorneys, the Division of Behavioral Health, and the Disability Law Center must have access to the records. A private operator would be expected to deploy its own electronic health record (EHR) system, subject to preapproval of the system by the State. The new EHR system would be required to interface with other systems as deemed necessary (for example, Alaska's Health Information Exchange).
- **Insurance Coverage:** A private operator would be required to carry adequate insurance at the rates required for an acute care psychiatric hospital with a forensic unit for the API facility and grounds; medical malpractice insurance; sufficient errors and omissions insurance and general liability insurance; and Workers' Compensation insurance.

- **State Oversight and Access, Performance Review, and Audits:** A private operator of API would be subject to state oversight. A private operator would be required to submit performance reports to the State based on clinical, operational, and financial measures identified by the State. The State must have access to the facility at all times, and would be permitted unannounced site visits at any time. The State must have access to all private and government audits. The API Governing Body would continue to provide oversight and approval of API operations as required by state and federal regulation and policy.
- **Facility/Land Ownership:** Currently, the Department of Health & Social Services owns the API facility while the Alaska Mental Health Trust Authority owns the land. The study may examine and model multiple scenarios, including sale of one or more aspects of the property and building.
- **Facility Maintenance and Repair:** Equipment replacements and materials used for maintenance and repair must be of the same or better quality than the materials and equipment replaced and must meet all current hospital level fire and life safety codes.
- **Costs:** The study must address all costs associated with the provision of psychiatric services to Alaska residents who meet the criteria for involuntary (or voluntary) admission under the civil and forensic commitment statutes, including but not limited to staff wages, benefits, administrative costs, agency overhead, program supervision, facility maintenance and audits.

Required Components

The feasibility study must include the following components:

1. Privatization Options

Identify and describe potential privatization options, including, at a minimum:

- a. Retention of all capital assets by the State, and a contract with a for profit or nonprofit third party to assume responsibility for hospital management and operations;
- b. Formation of a separate public corporation under State supervision to operate the facility;
- c. Maintain the facility under State ownership and operation (the status quo), but review for opportunities for increased operational efficiencies,
- d. Maintain the facility under State ownership and operation but contract for specific components of hospital services/operations that provide specific advantages.

2. State Operations Model

Present an analysis of whether, and how, it is possible for the State to effectively operate API if it remains exclusively state-run. “Effective operation” includes each focus area outlined in 5.01, Scope of Work. The analysis must be based on data and metrics from actual present-day and historical API operating information, to include staffing and recruitment models, financial management, and service delivery. Assumption of future change to laws, regulations, state policies, or other state frameworks currently in place is not an acceptable form of analysis.

3. Legal Analysis

Any option analyzed and presented or modeled must comply with current legal obligations.

4. Cost Benefit Analysis

- a. Identify and estimate all costs associated with service delivery and facility operations under the various privatization options as well as under continued state control. Include all sources and structures of revenue and other financing.
- b. Describe options for State resumption of facility operations in the event a private operator fails.
- c. Thoroughly describe all assumptions made for estimating costs of various service delivery and facility operations components.

5. Service Delivery, Access, and Quality of Care Considerations

- a. Describe the role of API in Alaska’s behavioral health and medical care systems. Identify each population served by API currently and in the past. For each identified option, describe how API’s role in the behavioral health and medical care system would be maintained or improved.
- b. Describe how quality of care would be assured and maintained in each model. Discuss how the State would prevent “cherry-picking” of patients with low-intensity needs over residents with high needs. Discuss whether similar selection decisions are currently made and how they would occur or be prevented under continued state control. Include proposed processes for setting quality of care standards and outcome expectations. Explain the remedies the State could employ if the standards and outcomes are not met, in each model (both privatization and continued state operation).

6. Review of other States’ Psychiatric Hospital Privatization Efforts

- a. Literature review: provide an overview of the most up-to-date analyses and meta-analyses available on privatization of state psychiatric hospitals. This review may include privatization of state hospitals where necessary for full discussion, but must indicate clearly that it is non-psychiatric.
- b. Case studies: examine privatization of state psychiatric hospitals in states where privatization has occurred. Present case studies of these hospitals which include information relevant to the scope of work/components for this Alaska study.

7. Accepted types of data

- a. This study must use the most current information available and, to the extent possible, base its analysis on information specific to privatization of psychiatric hospitals.
- b. Any information relied upon that is not specific to the context of psychiatric hospitals must be used only to inform or supplement areas in which that specific information cannot be obtained, and the study must clearly address in detail how the information is or is not fully analogous to psychiatric hospitals.
- c. An analysis will be considered nonresponsive if it relies substantively on privatization information from the prison context.

8. Comparative analysis

1. Using the above components as a guide, this study must present a comparative analysis between operations models.
2. This should not be designed as a ranking from “good” to “bad.”
3. The comparative analysis is in addition to individualized assessment of the various operational models.

Sec. 2.04 DELIVERABLES

Based on the Scope of Work, the contractor will provide a final written report on the privatization feasibility analysis.

This report will include detailed modeling of privatization scenario(s) and a full analysis of the qualitative and quantitative expectations. The report must also analyze a model based on continued operation solely by the state, which must be based on data and information from API and Alaska. Assumptions of future changes in law effecting operation are not acceptable.

The contractor will be responsible for the provision of two deliverables:

Deliverable One: Written Report on API Privatization Feasibility

The due dates for the report will be mutually agreed upon by both parties and identified in the resultant contract. The report preparation will be completed in three stages:

1. A full draft report will be due to the Department as soon as possible.
2. Upon receipt of the draft, the State of Alaska will review and may request clarification or additional analysis from the Contractor
3. The final report will be due no later than December 23, 2019.

Deliverable Two: II. Periodic Consultation and Progress Reports

Proposals submitted in response to this RFP should propose a process, frequency, and timing for consultation with the Department and stakeholders at key points in the process. The final plan and approach to consultation will be negotiated with the Department and documented in the contract award.

Proposals submitted in response to this RFP should also propose a process for providing the Department with regular progress reports throughout the term of the contract. In addition to documenting progress made, the progress reports will identify unanticipated problems in implementing contract work and propose solutions. Material changes in project work or management will require pre-approval by the department.

Expectations

In the performance of the deliverables above, the contractor will be expected to, at minimum:

- Make at least two site visits to the Alaska Psychiatric Institute in Anchorage
- Provide facilitation of meetings in Anchorage to gather stakeholder input
- Participate in at least two in-person meetings with department and Alaska Mental Health Trust Authority leadership in either Juneau or Anchorage
- Present either in person or telephonically at legislative hearings in Juneau upon request. Present to other policy makers and answer inquiries related to the project upon request
- Any other reasonable expectation identified as necessary to complete the work of the deliverables.

Any costs associated with the above expectations must be considered and included in the proposal submitted. No additional charges may be billed to the State, unless mutually agreed upon and implemented via contract amendment.

Section 3. Contract Information

Sec. 3.01 CONTRACT TYPE

This contract will be a flat fixed rate contract.

Sec. 3.02 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule, which will be indicated in the resultant contract.

Sec. 3.03 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.

Sec. 3.04 LOCATION OF WORK

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

Performance of Work Within United States

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

Sec. 3.05 SUBCONTRACTORS

Subcontractors may be used to perform work under this 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.

Subcontractor experience will be considered in determining whether the offeror meets the requirements set forth in Section 1.04: Minimum Qualifications.

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:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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.

Sec. 3.06 JOINT VENTURES

Joint ventures will not be allowed.

Sec. 3.07 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

Sec. 3.08 CONTRACT PERSONNEL

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

Sec. 3.09 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.

Sec. 3.10 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.

Sec. 3.11 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. See Appendix E of the Standard Agreement Template, in Section 8: Attachments, for the state's HIPAA Business Associate Agreement (BAA). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

The following information shall not be considered confidential information: information previously known

to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

Sec. 3.12 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 B in the Standard Agreement Template (Section 8), 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 B must be set out in the offeror's proposal.

Sec. 3.13 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 (Appendix A of the Standard Agreement Template), attached in Section 8.05.

Sec. 3.14 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.

Section 4. Proposal Format and Content

Sec. 4.01 PROPOSAL FORMAT AND CONTENT

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Please limit your proposals to 20 pages, not including the cost proposal or appendices.

Sec. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, email 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.

Sec. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the scenario that needs to be analyzed, the requirements of the project, and the project schedule.

The offeror should describe their understanding of the forensic, civil, and legal issues related to this project, and how they propose to gain required knowledge in these issues and incorporate these considerations into this feasibility study.

Sec. 4.04 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.

Offerors must include a timeline that defines your proposed methodology and clearly illustrates how it will meet the program goals. The timeline must include, at minimum, for each phase/milestone:

- Proposed staffing allocation
- What State involvement will be required
- What stakeholder involvement will be required

The offeror's methodology should also address their proposed communication plan. How will they work with the Department and stakeholders to gain necessary information effectively, and ensure the timeline is met? How will the offeror provide updates to the Department and stakeholders?

Sec. 4.05 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.

Sec. 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum qualification listed in Section 1.04.

Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each person who will work on the contract, please provide the following:

- Title and identification of the work will this individual be responsible for
- Resume and specifically related work experience

Included in this section, the offeror's proposal should clearly demonstrate:

- An understanding of and expertise in the services and systems, legal authorities, frameworks and funding mechanisms specific to state psychiatric hospitals, to include knowledge of current trends in litigation regarding both civil commitment forensic and commitment and patient care.
- Experience and understanding of a state's legal obligations as well as standards of clinical and therapeutic patient care.
- Knowledge of movements towards privatization of similar services in other states and results of those privatization efforts.

Sec. 4.07 COST PROPOSAL

Please complete the Cost Proposal template provided in Section 8: Attachments.

The completed cost proposal, including the proposed budget, 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 if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

Sec. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5: Evaluation Criteria and Contractor Selection.

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 5. Evaluation Criteria and Contractor Selection

The total number of points used to score this proposal will be 1,000

Sec. 5.01 UNDERSTANDING OF THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?

Sec. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Has the offeror identified potential problems and proposed logical solutions?
- 4) Is the timeline proposed logical and achievable? Does it substantiate the offerors understanding of the complexities that must be analyzed in order to prepare this feasibility study, as well as the rigorous timeline?

Sec. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear, and does it illustrate the lines of accountability, authority, and communication?
- 3) To what degree is the proposal practical and feasible?

Sec. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

- 1) Is the offeror's experience equivalent in nature to the work required for the State of Alaska?

- 2) How extensive is the applicable education and experience of the Project Lead and other key personnel designated to work on the project?
- 3) If a subcontractor will perform work on the contract, is the experience they will provide to the project applicable?
- 4) Does the offerors experience demonstrate in-depth knowledge of the following, as requested in Section 4.06:
 - a. services and systems, legal authorities, frameworks and funding mechanisms specific to state psychiatric hospitals
 - b. a state’s legal obligations as well as standards of clinical and therapeutic patient care
 - c. movement towards privatization of similar services in other states

Sec. 5.05 **CONTRACT COST (40%)**

Overall, 40% of the total evaluation points will be assigned to cost.

Converting Cost to Points

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 6.14.

Sec. 5.06 **ALASKA OFFEROR PREFERENCE (10%)**

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

Section 6. General Process Information

Sec. 6.01 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, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- Mining licenses issued by Alaska Dept. 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 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 perform the site inspections.

Sec. 6.03 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. 6.04 DISCUSSIONS WITH OFFERORS

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

Sec. 6.05 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 5: Evaluation Criteria and Contractor Selection.

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

Sec. 6.06 CONTRACT NEGOTIATION

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 telephonically or via video conference.

Sec. 6.07 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. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

Sec. 6.09 PROTEST

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

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

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

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

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

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

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

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."

Sec. 6.10 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:

- 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.

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/pdf/pref1.pdf>.

Sec. 6.11 Alaska Bidder Preference

An Alaska Bidder Preference of 5% will be applied to the price in the proposal.

The preference will be given to an offeror who:

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

Alaska Bidder Preference Statement

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 statement 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 statement 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.

Sec. 6.12 Alaska Veteran Preference

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

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

Alaska Veteran Preference Statement

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.

Sec. 6.13 Alaska Offeror Preference

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

Sec. 6.14 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

Sec. 6.15 EXAMPLES: CONVERTING COST TO POINTS

Formula Used to Convert Cost to Points

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000$ lowest cost x 40 maximum points for cost = 1,600,000 ÷ $\$42,750$ cost of proposal = **37.4**

Offeror #3 receives 33.7 points.

$\$40,000$ lowest cost x 40 maximum points for cost = 1,600,000 ÷ $\$47,500$ cost of proposal = **33.7**

Section 7. General Legal Information

Sec. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (including all associated appendices). This form is attached in Section 8: Exhibits, for your review. The contractor must comply with all 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 the Standard Agreement Form for Professional Services must be set out in the offeror's proposal.

Sec. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

Sec. 7.03 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Sec. 7.04 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/j/tip/>.

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

Sec. 7.05 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 may be waived by the procurement officer. These may include 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.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

Sec. 7.06 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. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

Sec. 7.08 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. 7.09 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.

Sec. 7.10 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. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.05: Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Sec. 7.12 FEDERAL REQUIREMENTS

The US 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 as Attachment 5, must be completed and submitted with your proposal.

The United States FNS (Food & Nutrition Service) has additional required federal provisions that must be met by offerors. These are provided in Section 8. Attachments.

The Offeror must also meet all known MEET and MECT requirements as listed throughout this RFP. These are referenced here: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html> and <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>

Sec. 7.13 CONTRACT INVALIDATION

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

Sec. 7.14 SOLICITATION ADVERTISING

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

Section 8. Attachments

Attachments Included within this document:

- 1) Cost Proposal
- 2) RFP Checklist
- 3) Proposal Evaluation Form
- 4) Certification Regarding Debarment
- 5) Standard Agreement Form - Appendices A – E (includes HIPAA BAA)

Sec. 8.01 ATTACHMENT 1 - 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.

The amount entered into the box below is the amount that will be evaluated. The amount may not exceed the proposed budget maximum of \$185,000. Responses received that exceed this amount will be deemed non-responsive.

Item	Proposed Cost
<p>Completion of a Feasibility Study, as described in Section 2.</p> <p>The cost proposed here must be inclusive of all expenses, direct and indirect. No additional services can be billed to the State.</p>	\$

Sec. 8.02 ATTACHMENT 2 - RFP 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 this solicitation.

Offerors must complete and return this form.

Completion of this form does not guarantee a declaration of responsiveness.

Offeror's Name: _____

1. Contact Information

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website) of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

Evidence is provided on page #_____.

2. Offeror's Certification

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of the following:

- i. the laws of the State of Alaska;
- j. the applicable portion of the Federal Civil Rights Act of 1964;
- k. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- l. all terms and conditions set out in this solicitation;
- m. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- n. that the offers will remain open and valid for at least 90 days; and
- o. 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 - h of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

Evidence is provided on page #_____.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Each proposal must include a signed debarment certification form, included in Section 8: Attachments.

Evidence is provided on page #_____.

4. Minimum Qualifications

The offeror, and any subcontractors, must provide verifiable proof of meeting the minimum prior experience requirements described in Section 1.04. Dates/timelines must be included.

Evidence is provided on page #_____.

5. Vendor Tax ID

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

Evidence is provided on page #_____.

6. Alaska Business License

The offeror, and any subcontractors, hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #_____.

7. Cost Proposal Submitted Separately

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

Did the offeror submit the cost proposal separately? yes / no

Sec. 8.03 ATTACHMENT 3 - PROPOSAL EVALUATION FORM

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

The total number of points used to score each proposal is 1,000.

Person or Firm Name: _____

Initials of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: 200000024 _____

5.01 Understanding of the Project – 15% (150 points)

1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?

Evaluator's Notes: _____

2) How well has the offeror identified pertinent issues and potential problems related to the project?

Evaluator's Notes: _____

3) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 15% (150 points)

1) How comprehensive is the methodology and does it depict a logical and achievable approach to fulfilling the requirements of the RFP?

Evaluator's Notes: _____

2) How well does the methodology match and achieve the objectives set out in the RFP?

Evaluator's Notes: _____

3) Has the offeror identified potential problems and proposed logical solutions?

Evaluator's Notes: _____

4) Is the timeline proposed logical and achievable? Does it substantiate the offerors understanding of the complexities that must be analyzed in order to prepare this feasibility study, as well as the rigorous timeline?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 5% (50 points)

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

Evaluator's Notes: _____

2) Is the organization of the project team clear, and does it illustrate the lines of authority, accountability, and communication?

Evaluator's Notes: _____

3) To what degree is the proposal practical and feasible?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.04 Experience and Qualifications – 15% (150 points)

1) Is the offeror's experience equivalent in nature to the work required for the State of Alaska?

Evaluator's Notes: _____

2) How extensive is the applicable education and experience of the Project Lead and other key personnel designated to work on the project?

Evaluator's Notes: _____

3) If a subcontractor will perform work on the contract, is the experience they will provide to the project applicable?

Evaluator's Notes: _____

- 4) Is Does the offerors experience demonstrate in-depth knowledge of the following, as requested in Section 4.06:
- a. services and systems, legal authorities, frameworks and funding mechanisms specific to state psychiatric hospitals
 - b. a state's legal obligations as well as standards of clinical and therapeutic patient care movement towards privatization of similar services in other states
 - c. movement towards privatization of similar services in other states

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

The total points possible for the technical evaluation sections above is 500.

The remaining 500 points are allocated to cost (400) and the Alaska Offeror's Preference (100)

Sec. 8.04 ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

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 by the contractor 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 must be signed along with the contract documents.

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 this 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.

Sec. 8.05 ATTACHMENT 5 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business License Number
This contract is between the State of Alaska,			
8. Department of Health and Social Services		Division	hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract 2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract 2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor 2.4 Appendix D (Payment for Services) sets forth the provision for payment 2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Business Associate Agreement) governs the use of Protected Health Information under this contract ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends on _____ ARTICLE 4. Considerations: 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>\$0,000.00</u> in accordance with the provisions of Appendix D.			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
12. CONTRACTOR		14. CERTIFICATION	
Name of Firm		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 alterations 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.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Health & Social Services /		Typed or Printed Name	
Signature of Project Director	Date		
Typed or Printed Name of Project Director			
Title			

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.