

STATE OF ALASKA REQUEST FOR PROPOSALS



HOSPITAL SERVICES – ANCHORAGE AREA

RFP 2022-2000-5015

ISSUED NOVEMBER 3, 2021

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF HEALTHCARE & REHABILITATION SVCS

PRIMARY CONTACT:

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PROCUREMENT OFFICER
YOUR.EMAIL@ALASKA.GOV
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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitative services (department) is soliciting proposals for a hospital within the Anchorage, Alaska municipality to provide a full range of hospital services to the department. A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS PROVIDED IN SECTION 3.

SEC. 1.02 BUDGET

Department of Corrections, Division of Health and Rehabilitative Services estimates Anchorage area hospital service expenditures not to exceed \$7,000,000.00 annually. The department may award multiple contracts resulting from this RFP per section 6.09 Multiple Awards. If multiple awards are made, contract funding may be distributed and encumbered based on contract expenditures. Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation of funds.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **NOVEMBER 24, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet the following minimum qualification requirement:

The offeror's facility must hold a current Health Facilities Licensing Certification issued by the State of Alaska, Department of Health and Social Services, Division of Health Care Services. The offeror may either submit a copy of this certificate or provide their Medicare Provider Number as indicated on the Health Facilities Licensing Certification list found here:

<http://dhss.alaska.gov/dhcs/Documents/hflc/PDF/Health-Facilities-Licensing-and-Cerfication-Facilites-List.pdf>

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected. Offeror's who don't meet the above minimum qualification requirement but are interested in submitting a proposal are directed to contact the procurement officer per section 1.05 Required Review.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer prior to **November 17, 2021**. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **GARY BAILEY** – PHONE **907-269-7344** - FAX **907-269-7345** - TDD **907-269-7340**

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Offerors must submit one hard copy of their proposal, in writing, 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) can be delivered by hand, U.S. mail, or any delivery services or method to the address as follows:

Department of Corrections
Division of Health and Rehabilitation Services
Attention: Gary Bailey
Request for Proposal (RFP) Number: 2022-2000-5015
RFP Title: Hospital Services - Anchorage Area
550 W 7th Ave, Suite 1800
Anchorage, AK 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to gary.bailey@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **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 and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the issuing agency at 907-269-7344 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Faxes are not acceptable.

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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Bonds are not applicable to the RFP.

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 provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

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 accordingly. All times are Alaska Time.

- Issue RFP **NOVEMBER 3, 2021,**
- Question deadline is on **NOVEMBER 17, 2021,**
- Deadline for Receipt of Proposals **NOVEMBER 24, 2021,**
- Proposal Evaluation Committee complete evaluation by **NOVEMBER 30, 2021,**
- State of Alaska issues Notice of Intent to Award a Contract **DECEMBER 3, 2021,**
- State of Alaska issues contract **DECEMBER 13, 2021,**
- Contract is to start on or about **JANUARY 1, 2022.**

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 Corrections, 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 is not scheduled at this time.

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. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska, Department of Corrections (department) shall ensure that sentenced and unsentenced prisoners have access to medical, dental, and mental health care services comparable in quality to those available to the general public. The department also shall ensure that special health care services are available to prisoners, contingent upon available resources. The department shall use the most cost-effective health care treatment to meet the prisoner needs for essential and special health care services.

To the most practical extent possible medical services are delivered to prisoners within the department's facilities by department resources. The majority of the department's prisoner population is incarcerated within the Anchorage and Wasilla areas. There are also a few facilities within a few hour's drive of Anchorage. During times of emergency or if scheduled specialty services are needed the department relies on local hospitals to provide these medical services.

The following amounts are estimated annual contract totals for each FY. The State's fiscal year (FY) is based on July 1st through June 30th. FY22 will be a prorated.

- FY22: \$3,500,000.00
- FY23: \$7,000,000.00
- FY24: \$7,000,000.00
- FY25: \$7,000,000.00
- FY26: \$7,000,000.00

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health and Rehabilitation Services (The Department) is soliciting proposals for a hospital(s) (contractor) within the Anchorage municipality to provide a full range of hospital services. Hospital is defined in section 3.33 Definitions. These services are to be provided on an as needed basis to the department with no minimum or maximum number of services guaranteed to the contractor. Any current or future services the contractor provides may be utilized by the department.

The following are the minimum service requirements:

- A. Emergency Department
- B. Intensive Care Unit
- C. Gynecologic & Obstetric Care
- D. Ancillary Care
 - i. Diagnostic
 - Laboratory, radiology, diagnostic imaging
 - ii. Therapeutic
 - Rehabilitation, physical and occupational therapy
 - iii. Custodial
 - Long term acute care

SEC. 3.02 ADMISSION PROCEDURES

Whenever possible the department will utilize pre-admission procedures and notify hospital staff of patient admission prior to arrival. The contractor must accept scheduled and non-scheduled patients. A Referral Order form will accompany all patients. The department maintains a network of contracted providers that are either independent or with a group. The contractor shall assure that the attending physician is notified of admission so consultation can occur.

SEC. 3.03 DISCHARGE PROCEDURES

When discharging an inmate patient, the contractor must directly notify the receiving department institution correctional facility nurse and a department physician by phone with the appropriate accompanying medical evaluation, diagnostic data, and medication changes to assure continuity of care. If the transfer is during business hours, the contractor must notify the receiving institution and the Health and Rehabilitation Services Division (Anchorage Central Office) medical social worker.

Upon discharge from the hospital or emergency room, the contractor will provide a discharge instruction sheet. In the case of an emergency department evaluation, the contractor will also provide a copy of the patient encounter sheet and any laboratory, radiographic, or diagnostic test results from that encounter to the department transportation officer accompanying the prisoner. After an emergency department evaluation, a complete discharge summary shall be sent to the department as soon as it is available. Similarly, in the case of a hospital admission, a complete discharge summary shall be sent to the department as soon as it is available. A prisoner's signature authorizing Release of Information is NOT required.

The contractor is responsible for obtaining and documenting all informed consents. In the case of refusals for medical interventions and potentially medically serious situations, documentation with two witnesses of such refusals is required.

SEC. 3.04 SECURITY REQUIREMENTS

The contractor must comply with department security requirements and provide a copy of their prisoner patient policy if available. The department has specific needs for security, depending on the prisoner's level of custody. The department will provide a security officer, if necessary, while the prisoner is receiving care in the hospital.

The following requirements must be met:

- A. Information about a prisoner must not be disseminated to any individual who has not been authorized by the department. Prisoner patients will be admitted using an offender number and will be referred to by that number on all records and billing documents. All inmate patients must be listed as a "no information" patient, name not on a public wall, no verbal information shall be given over the telephone except to department healthcare personnel.
- B. Unauthorized individuals must not be admitted to a prisoner's room. Visitors must receive approval from the department prior to visiting the inmate in the hospital. The department will provide the names of approved visitors to the hospital staff.
- C. Hospital personnel who will be admitted to a prisoner's room must be introduced to the security staff provided by the department.
- D. When a department patient is being treated in the contractor's facility, a 24-hour hospital security contact person must be provided, to include a telephone number.

SEC. 3.05 PATIENT DIVERSION

When the contractor's emergency department or inpatient services go into "patient diversion" to other health facilities rendering them unable to admit prisoners, the contractor agrees to accept in transfer all medically stable prisoners hospitalized in other institutions due to the diversion status once the diversion status is canceled.

SEC. 3.06 HOSPITAL PRIVILEGES

Offerors shall provide their hospital privilege requirements for the department's review. Depending on the needs of the department and the offeror's requirements the department may request courtesy privileges for department physicians.

SEC. 3.07 MEDICAL RECORDS

The contractor shall provide the department designated individuals direct access to all medical records, reports and charts of prisoners who are in the hospital for the purpose of review and/or photocopying. Department medical personnel will show department photo identification to hospital and security staff, upon request. Upon proper credentialing and review by the hospital security committee, the contractor agrees to provide approved department employees access to its electronic patient information system for all prisoners cared for at the facility. The contractor shall provide remote or internet access to records, as available, including dictated reports. The contractor shall describe in detail their records and access system.

The EHR system that the department is currently using is with MedUnison, DocSynergy software however in May 2022 the department will move to using and working with TECHCARE for EHR services. Recognizing ongoing

development in the exchange of health data between electronic health records the contractor and department shall utilize the least restrictive electronic interface available to both parties.

SEC. 3.08 MEETINGS

The department may request the contractor to attend meetings with department staff. Meetings may be held for a variety of purposes such as consultation, work procedures, problems, billing or introducing new staff. Meetings are not billable to the department.

SEC. 3.09 CONTRACT PERSONNEL

The contractor shall provide a designated individual to be the liaison to the department. The contractor's administrative liaison shall have authority to resolve administrative issues across the entire service spectrum with a direct reporting line to senior management.

SEC. 3.10 PROFESSIONAL CERTIFICATION

The contractor must maintain their Health Facilities Licensing Certification issued by the State of Alaska, Department of Health and Social Services for the duration of the contract. If directed by state, federal, or local law the contractor must maintain an independent accreditation from The Joint Commission or other approved independent organization during the contract term. The contractor must notify the department if their accreditation has been revoked or if there's a pending or ongoing investigation.

SEC. 3.11 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.

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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.12 COURT OR LEGAL TESTIMONY

The contractor may be required to provide court or legal testimony, upon request and at no charge to the department. The contractor is obligated to notify the project director the next working day if, they, or any member of their contract staff are being investigated for malpractice and/or ethical violations. The department reserves the right to exclude any member under investigation from performing service under this contract.

SEC. 3.13 CONTINUING EDUCATION

The contractor must assure, at no cost to the State that, that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing and Continuing Education.

SEC. 3.14 CONTRACT TRANSITION

The contractor agrees to assist the department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract.

SEC. 3.15 CONTRACT TERM AND WORK SCHEDULE

The anticipated contract term will be from the date of award, approximately 1/1/2021 through 6/30/2022 with optional renewals up to 6/30/2026. Renewal options are to be exercised at the sole discretion of the State. Partial years shall be pro-rated. Renewal or continuation of the contract is contingent upon the legislative appropriation of funds and/or the needs of the department.

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

SEC. 3.16 CONTRACT TYPE

This contract is a **firm fixed price** contract. The discount rate(s) would not be allowed to change (firm and fixed), except that the department and the contractor may negotiate a higher discounted rate. The department may initiate discussions to achieve more advantageous rates for the department.

SEC. 3.17 PROPOSED PAYMENT PROCEDURES

The contractor shall submit individual patient invoices within 30 days from the date of patient discharge or service delivery. Each invoice should reference the department's contract number. The billing will not be considered in receipt by the department until all required documentation is received. Billings/Claims will be submitted to our contract adjudicator for edits and apply contractors discount rate. The department will issue payment within 60 days of an undisputed invoice. Offeror's indirect and direct costs must be included in billed rates. The department shall not directly pay for indirect or direct costs.

- A. Unless specified in the offeror's proposal and incorporated into the subsequent contract all billed medical services will qualify for the discount. The following documents are required to be included with each invoice:
 - i. UB.04 and/or Health Insurance Claim Form (HICF) which will itemize the summary of charges to include but not limited to; procedures and medications used.
 - ii. Health Care Request form or EHR referral

- B. Prior to billing the department for services rendered and/or costs incurred, contractors will seek payment through qualifying Medicaid or third-party insurance. The following process pertains to Medicaid eligible patients who are hospitalized (in patient) in excess of 24 hours and for Medicaid qualifying services provided during hospitalization. This does not include office visits, post-op care, or any other services not provided during the hospital stay, and Outpatient services. These services are still covered by direct billing to the department and must be accompanied by an approved Health Care Authorization form or equivalent EHR referral.
- i. Co-pay amounts are billable to the department when accompanied by back-up documentation.
 - ii. The contractor is expected to appeal decisions when payments for services billed to Medicaid or third-party insurance are denied.
 - iii. If a payment denial is upheld, contractor shall submit an invoice to the department that includes copies of relevant correspondence as back-up. The department will pay for authorized services upon receipt of billing.

SEC. 3.18 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections 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.

NOTE: MEDICAL CLAIMS - The department has a medical claims adjudication contract all claim will be processed as follows:

- All claims will be adjudicated based on current CMS Standards and then the applicable discount will be applied.
- The department will fax a copy of the EOP once the payment has been made to the contractor.

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. 3.19 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.

SEC. 3.20 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If

SEC. 3.20 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.21 RESEARCH

Pursuant to department Policy & Procedure 501.02 any research conducted under the present contract must receive prior approval of the Commissioner of the department. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of department Policy and Procedure 501.02.

SEC. 3.22 RECORDS

The records and other information compiled by the Contractor in accordance with the duties and responsibilities of this contract shall be the property of the department and copies of such records shall be provided to the department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due the Contractor for provision of services.

SEC. 3.23 POLICIES AND PROCEDURES

The contractor must comply with the definition of essential health care (P&P 807.02) and to abide by the department formulary whenever possible (P&P 807.05). It is the responsibility of the contractor to obtain a signed informed consent form (P&P 807.08). A complete title listing of applicable department Policies and Procedures

for Prisoner Health Care and other noted department Policies and Procedures is attached. The full version of DOC's Policies and Procedures can be found at; <http://www.correct.state.ak.us/commissioner/policies-procedures>

In the event that department policies affecting these policies change, the department agrees to provide the contractor with notice of policy changes. These new policies will then become the operating standard with which the contractor shall comply.

SEC. 3.24 OSHA

The contractor will be required to comply with all current Federal and State Blood Borne Pathogens standards, regulations and policies and procedures per the Code of Federal Regulations (CFR) 29 part 1910.1030, Alaska Statute 18.60.890, Alaska Division of Labor Standards, Alaska Occupational Safety and Health (AKOSH) and department P&P 202.03.

SEC. 3.25 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is Anchorage, Alaska. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 3.26 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.27 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. 3.28 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 Corrections or the Commissioner's designee.

SEC. 3.29 NONDISCLOSURE AND CONFIDENTIALITY

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Offender/patient information.
- Department security protocols and other security related activities.

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. 3.30 NON-EXCLUSIVE CONTRACT

The department reserves the right to use the services of another contractor when necessary. The award of any contract resulting from this RFP does not represent an exclusive use contract.

SEC. 3.31 DEFINITIONS

Hospital: For the purposes of this RFP and resulting contract(s), the term hospital means any institution, place, building or agency, public or private, whether organized for profit or not, devoted primarily to the maintenance and operations of facilities for the diagnosis, treatment and/or care of two or more unrelated persons admitted for overnight stay or longer in order to obtain medical, including obstetric, psychiatric and nursing, care of illness, disease, injury, infirmity or deformity. The term hospital includes General Acute Care Hospitals, Rural Primary Care Hospitals, Critical Access Hospitals, Long Term Acute Care Hospitals and Specialized Hospitals.

http://dhss.alaska.gov/dhcs/Documents/hflc/PDF/Forms/Hospital_Application.pdf

SEC. 3.32 TERMINATION FOR DEFAULT

If the project director determines that the contractor has violated a security procedure, contract term or condition, has violated a security procedure, is unable to maintain State licensing, refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in Section 8. Exhibits.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

Proposals should be organized in the following manner:

- 1) Table of Contents
- 2) Introduction
 - Offeror Information and Assurance form
 - Alaska Preference Certifications, if applicable
 - Conflict of Interest statement
 - Investigation and Litigation statement
- 3) Technical Proposal
 - Understanding of the Project
 - Methodology
 - Management Plan for Service
 - Experience and Qualifications
 - Budget Narrative
 - Cost Proposal

Budget Narrative:

Offerors may submit a brief budget narrative that will explain the discount rates submitted and how the discount and escalating discount rates (if applicable) offered were determined. Include an explanation of all proposed subcontract values, if applicable.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

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.

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

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

SEC. 4.07 COST PROPOSAL

Cost proposals and any service billed to the department must include all direct and indirect costs associated with the performance of the contract, including, but not limited to; direct expenses, insurance, certification, continuing education, payroll, supplies, and profit.

Cost Proposal and Budget Summary:

Offerors must submit the current usual and customary rates for surgeries, procedures, rooms, etc., on the attached Cost Proposal Form and bring the subtotal amounts to the Budget Summary section. The Cost Proposal Form lists the estimated number of each kind of the most common charges based on past utilization. The offeror must list their current usual and customary rates on the budget form for all the various line items. The offerors must also include in the Cost Proposal Form the discount rate (%) that will be applied to all charges incurred by department inmate patients.

Discount Summary:

Offerors must propose at least one escalating discount rate based on total expenditures in any one-year period in the Hospital Services Discount Summary section. For example, offerors shall propose a discount rate of X % applied to expenditures up to the first \$ 1.0 million and an escalating discount rate X + Y % applied expenditures exceeding \$1.0 million. The escalating discount rate(s) will be evaluated in the budget narrative portion of the evaluation. The escalating discount rates will receive additional points in the evaluation of their proposals.

Offerors may propose a second and third escalating discount rate. It will be up each offeror to determine if additional escalating discount rates will be offered. In order for the offeror to determine a reasonable level of expenditures for applying escalating discount rates, the department is providing the contract amounts for the most recent years in section Two Background Information. The department will periodically review the contractor's rates to determine if by contracting for these services the department is receiving the most cost-effective services available. This will also assist the department in determining whether the renewal of the contract is in the best interest of the State.

The costs identified on the cost proposal are the total costs to be paid by the state. No additional charges shall be allowed.

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 IS 100

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

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) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

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) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (55%)

Overall, a minimum of 55% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

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 6.15.

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 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.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 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. 6.05 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. 6.06 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. 6.07 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 in a conference room on the 18th floor of the Atwood Building, 550 W 7th Ave., Suite 1800 Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 MULTIPLE AWARDS

The department may award multiple contracts resulting from this RFP. The department will rank contractors based on the evaluation criteria in section Five Evaluation Criteria and Contractor Selection. The contractor with the most points will be ranked first. The department intends to request services from the highest ranked contractor first.

The department may consider other factors when requesting service from a contractor such as; delivery of service, cost effectiveness, continuum of care and other elements that lead to efficient and successful patient treatment. The department doesn't guarantee a minimum or maximum amount of services to a contractor. See Section 3.32 Non-Exclusive Use Contract.

SEC. 6.10 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.11 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. 6.12 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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)

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.**

Sec. 6.13 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 former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.15 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 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.16 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. 6.17 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 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.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

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 (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.07 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. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these

things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 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. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Offeror Information and Assurance Form
- 4) Certification of Entitlement to the AK Bidder Preference
- 5) Standard Agreement Form - Appendix A (not for offeror completion)
- 6) Medical Claims Defense Agreement
- 7) Notice of Intent to Award (not for offeror completion)
- 8) Checklist

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

Offeror Name: _____

Evaluator Name: _____

Date of Review: _____

RFP Number: 2022-2000-5015

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

Proposals will be evaluated against the questions set out below:

5.01 UNDERSTANDING OF THE PROJECT (10%)

- 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) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 METHODOLOGY USED FOR THE PROJECT (5%)

- 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) Does the methodology interface with the time schedule in the RFP?

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 EXPERIENCE AND QUALIFICATIONS (10%)

Maximum Point Value for this Section - 10 Points

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED TOTAL POINTS FOR SECTIONS 5.01 - 5.04: _____

5.05 CONTRACT COST (55%)

Maximum Point Value for this Section — 55 Points

Overall, a minimum of 55% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

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 6.15.

TOTAL POINTS 5.05 _____

5.06 ALASKA OFFEROR PREFERENCE (10%)

Point Value for this Section — 0 or 100 Points

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.

TOTAL POINTS 5.06 _____

TOTAL FOR ALL EVALUATED SECTIONS: _____

Cost Proposal Form – Budget Summary – Discount Summary

Hospital Services - Anchorage Area			
X-Rays	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
IVP	15		
UGI	10		
BE	10		
Ultrasound – Pelvis	10		
Ultrasound – Abdomen	10		
Ultrasound – Biliary Tree & Liver	40		
Mammogram	15		
Chest – 2 view (PA & Lateral)	20		
CT Scan – Head w/contrast	15		
CT Scan – Chest w/contrast	10		
CT Scan – LS Spine w/contrast	5		
CT Scan – Abdomen/Pelvic w/contrast	10		
MRI – Head/Brain w/o contrast	10		
MRI – Knee w/o contrast	5		
MRI – LS Spine w/o contrast	10		
MRI – C-Spine w/o contrast	5		
Bone Scan	5		
Sinus MRI	5		
Echocardiography	20		
Total X-Rays			\$

Laboratory (Inpatient lab fees)	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
Ammonia	25		
Antibody Screen (Rh Factor)	20		
Carbamazepine Total	20		
Cardiac Profile	60		
CBC Platelet Auto Diff	250		
Creatine Kinase	50		
Folate (Folic Acid)	25		
Hepatic Function Panel	50		
Lipid Panel (Chol, HDL, Trig)	25		
Metabolic Panel (basic)	100		
Phenytoin (Dilantin)	50		
Protime / INR	100		
PTT	25		
TSH/Thyroid function (T3, T4)	30		
Venipuncture	500		
Total Laboratory			\$

Miscellaneous	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
EEG – technical rate only	10		
Pulmonary Function (FEV-1, FVC)	10		
Incisional Biopsy (Subcutaneous Mass)	10		
Sigmoidoscopy	5		
Colonoscopy	10		
Electrocardiogram	50		
Thallium Stress Test	10		
Total Misc.			\$

Surgeries / Ambulatory Procedures	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
Average operating/ambulatory procedural room charge to include supplies, excluding anesthetist and anesthesiologist. Determine cost by averaging costs for each procedure for previous six months.			
Arthroscopy/Meniscectomy	10		
Lumbar laminectomy	5		
Appendectomy / Exploratory Laparotomy	10		
Cholecystectomy	5		
Endoscopy (GI Suite)	10		
Endoscopy (Pulmonary Suite)	5		
Cataracts	5		
Cardiac Catheterization (Cath lab only)	15		
Hernia	5		
Obstetrical Suite Fee	10		
• Vaginal Delivery –	5		
• C-section -			
Total Surgeries			\$

Rooms	Estimated Days / Year	Rate / Day (pre-discount)	Annual Amount (pre-discount)
Room Charges: (Room Only)			
Semi - Private	250		
Private	350		
ICU	60		
CCU	50		
Observation Room (24-36 HRS)	30		
Emergency Room not including ER physician charges:			
• ER – Level 1 (simple)	10		
• ER – Level 2	40		
• ER – Level 3	60		
• ER – Level 4	10		
• ER – Level 5 – Comprehensive	5		
Total Room Charges			\$

Supplies	Units	Rate / Unit (pre-discount)	Annual Amount (pre-discount)
Cardiovascular Pack (Emergency)	10		
IV Therapy (solution, needle, catheter, tubing, jelco & nurse charge)	500		
Pulse Oximeter (Adult)	25		
Oxygen (per hour)	100		
Radiology Pack	20		
Foley Cath	20		
Tray Lumbar Punc. Adult	5		
Resuscitator Mask Adult	20		
Arterial Line (Blood gas monitoring)	10		
Total Supplies			\$

Transportation	Estimated Trips / Year	Rate / Trip (pre-discount)	Annual Amount (pre-discount)
Air Ambulance Service - via _____ (specify mode of transport) Calculate average based on high cost and low cost for previous 6 months.			
Providence Seward Med. Center, Seward	5		
Valley Hospital, Palmer	5		
Central Peninsula Gen Hospital - Soldotna	2		
Nome	5		
Sea-Tac Airport, Washington	2		
Total Transportation			\$

Hospital Services *** Budget Summary ***	
X-Rays	
Laboratory	
Misc.	
Surgeries	
Rooms	
Supplies	
Air Transportation	
(a) Subtotal	\$
(b) DOC Invoice Discount Rate (%)	\$
(c) Total Discount Amount (a x b = c)	\$
(d) Total Proposed Cost for purposes of evaluation (a – c = d)	\$

Offeror Name: _____

Authorized Signature: _____

Date: _____

Hospital Services
***** Discount Summary *****

Mandatory First Escalating Discount Rate:

Escalating Discount Rate Offered (in addition to discount rate above): _____ %
to be applied to DOC expenditures beginning at \$ _____

Second Escalating Discount Rate (optional):

Additional Escalating Discount Rate Offered (in addition to discount rates above): _____ %
to be applied to DOC expenditures beginning at \$ _____

Third Escalating Discount Rate (optional):

Additional Escalating Discount Rate Offered (in addition to discount rates above): _____ %
to be applied to DOC expenditures beginning at \$ _____

Note: In determining the level at which any escalating discount rate will apply, the successful offeror will use actual expenditures paid by the State (after the regular discount rate is applied, not the usual and customary charges before any discount rates are applied).

Subcontracted Costs, if applicable: (Explanation required in Budget Narrative)

List type of service: _____

Pass-through charges (based on hourly rate or list other): _____

Offeror Name: _____

Authorized Signature: _____

Date: _____

OFFEROR INFORMATION AND ASSURANCE FORM

- A. Offeror's (Agency or Individual) Name: _____
- B. Offeror's Address: _____

- Telephone Number: _____ Fax: _____ E-Mail: _____
- C. Status: For Profit: _____ Non-Profit: _____ Other: _____
- D. Alaska Business License Number: _____
- E. Internal Revenue or Social Security Number: _____
- F. Professional Registration Number (if applicable): _____
- G. Recipient Contact Person: _____
- H. Authorized Representative: _____
- I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.
- J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.
- K. By signature of this page the offeror(s) certifies that it meets the Minimum Requirements per RFP section 2.08 Prior Experience.

Offeror's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission expires: NOTARY PUBLIC

* Proposals must be signed by an individual authorized to bind the offeror to its provisions, see section 1.08.

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; *OR*
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) 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;
 - (c) 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*
 - (d) if a joint venture*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

** See additional required information at RFP section 6.13 Alaska Bidder Preference*

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. DGS 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	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 sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. 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 \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

STATE OF ALASKA

Department of Corrections

Division of Health Care & Rehabilitation Svcs



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NUMBER: 2022-2000-5015

RFP SUBJECT:

PROCUREMENT OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
 YES = RESPONSIVE AND RESPONSIBLE OFFEROR
 NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

SUMMARY

CORRECTIONAL INSTITUTION MEDICAL CLAIMS DEFENSE AGREEMENT

The Department of Corrections provides medical care for inmates through a combination of its own employees and contract care providers. Experience has shown that inmates bring a greater number and percentage of frivolous claims of medical malpractice or negligence than do non-incarcerated patients. The cost of defending those frivolous claims has been born in part by contractors and their medical insurers, which translates into higher premiums to the contractors, higher contract prices to the State, and most troubling, an unwillingness of practitioners to care for inmates.

The State seeks to reduce the cost to its contractors of these frivolous claims, while still requiring those contractors to bear the risk and cost of legitimate allegations of their malpractice and negligence. That exposure provides an incentive to contractors and their insurers to provide the highest quality of medical care to inmates. By shifting the cost of frivolous claims to the State, it hopes that its contractors are subjected to the same costs of insurance as are those practitioners in similar specialties who do not provide care for inmates.

Therefore, the following is agreed:

1. "Claim" is defined to mean a demand letter or lawsuit made or brought on behalf of a former or present inmate in the custody of the Department of Corrections that alleges a contractor engaged in medical malpractice; provided negligent medical care; or during the course of providing medical care, engaged in conduct, whether by commission or omission, that violated the eighth amendment of the United States Constitution. Furthermore, a "claim" includes a demand letter or lawsuit directed at a contractor for its liability for the conduct of a Physician Assistant who is not an employee of the contractor, but for whom the contractor is the collaborating physician.
2. "Contractor" is defined to be an individual or entity, or the employee of such individual or entity, that contracts with the State of Alaska to provide medical care to inmates in the custody of the Department of Corrections.
3. "Final decision maker" is defined to mean the body, whether an expert advisory panel pursuant to AS 09.55.536, a jury or a judge sitting without a jury, that makes the ultimate decision that the claim is valid or not valid. If a claim is presented to an expert advisory panel and later submitted to a judge or jury, then the judge or jury is the final decision maker.
4. Within 30 days of receipt by the Director of the Division of Risk Management of the State of Alaska of written notice of a claim, the State shall give written notice of the claim to the contractor.
5. Within 90 days of the distribution of the notice described in paragraph 4 above, the State shall provide written notice to the contractor of its determination that the claim is not frivolous.

6. If the State does not make the timely notice described in paragraph 5 above, then the State shall defend the claim at no cost to the contractor or its insurer, subject to the provisions of paragraph 8 below.
7. If the State does make the timely notice described in paragraph 5 above, then the contractor or its insurer shall provide the defense of the claim.
8. If a final decision maker finds that the contractor acted negligently, committed medical malpractice, or violated the inmate's eighth amendment rights, then the contractor or its insurer shall pay that portion of any award or judgment for the claim that is apportioned to the contractor.
9. If the State is providing the defense of a claim, the contractor or its insurer shall reimburse the State for the settlement of that claim, as long as the contractor or insurer gives its written consent to the settlement in advance of the settlement. If the contractor or insurer does not consent to the proposed settlement, then the contractor or its insurer shall reimburse the State for all defense costs incurred after the rejection of the proposed settlement.
10. If any dispute arises between the malpractice insurer and the State of Alaska concerning the interpretation of this policy agreement, the Director of the Division of Risk Management and the claims manager of the malpractice insurer shall select an independent arbitrator within 30 days of the date notice is given by one party that arbitration is necessary. If the parties fail to agree on an independent arbitrator, application shall be made to the Superior Court for the State of Alaska, Third Judicial District for the appointment of an arbitrator. The respective positions of the parties shall be submitted to the arbitrator within 15 days of his/her selection. The arbitrator may ask for such additional information as he/she deems necessary but must rule within fifteen days of receiving the submittal by each party. A decision by the arbitrator shall be final. The parties shall split the cost of the arbitrator equally.
11. If defense is provided by the State, then the contractor must fully cooperate in that defense.
12. This agreement may only be cancelled by either party with 30 days written notice to the non-canceling party. For the purposes of cancellation of this agreement, delivery to the malpractice insurer shall be to its Executive Director at its corporate offices. Delivery to the State of Alaska shall be to the Director of the State's Division of Risk Management.

RFP CHECKLIST

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.

Description	✓
Sealed original proposal plus three copies received by RFP due date and time	
Offeror Information & Assurance Form – signed & notarized	
Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	
Conflict of Interest statement	
Litigation and Investigation statement	
Proposal meets and includes items in Proposal Format and Content	
Introduction	
Technical Proposal	
Cost Proposal Form	
Budget Narrative	
Alaska business License (if submitting Alaska Bidder Preference)	