

# STATE OF ALASKA REQUEST FOR PROPOSALS



## PSYCHOTROPIC MEDICATION OVERSIGHT AND MONITORING CASE REVIEW

RFP 2022 0600 4942

ISSUED MAY 3, 2022

THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF HEALTH CARE SERVICES IS SOLICITING FOR PROPOSALS FROM QUALIFIED OFFERORS TO PROVIDE A GROUP OF SERVICES INCLUDING INDEPENDENT THIRD-PARTY EXPERT CASE REVIEW TO ENSURE THAT HIGH VALUE PEDIATRIC PSYCHIATRY AND PSYCHOPHARMACOLOGY CARE IS PROVIDED TO CHILDREN ENROLLED IN ALASKA MEDICAID, PARTICULARLY CHILDREN IN STATE CUSTODY, INCLUDING THAT PRESCRIBED MEDICATION REGIMENS ARE APPROPRIATE FOR THE RECIPIENT'S DIAGNOSES.

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ISSUED BY:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
DIVISION OF HEALTH CARE SERVICES

PRIMARY CONTACT:

ANNALISA HAYNIE  
PROCUREMENT OFFICER  
ANNALISA.HAYNIE@ALASKA.GOV

(907) 465-1695

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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" WEBSITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED ABOVE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## **SECTION 1. INTRODUCTION AND INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Health and Social Services, Division of Health Care Services, is soliciting for proposals from qualified offerors to provide a group of services including independent third-party expert case review to ensure that high value pediatric psychiatry and psychopharmacology care is provided to children enrolled in Alaska Medicaid, particularly children in State custody. The Offeror will conduct medication oversight and monitoring, based on psychotropic measures and data, to provide consultation services regarding the safety and efficacy of drug regimens ordered by the relevant prescriber for children in State custody or on Medicaid. The offeror will use a team-based approach to screen all cases and refer to appropriate members of their team for more detailed review. Offeror will make recommendations based upon sound medical criteria and published literature, which are cited in their findings. Offeror will include board-certified pediatric psychiatrist(s) on the case management review team.

### **SEC. 1.02 BUDGET**

The Department of Health and Social Services, Division of Health Care Services, estimates a budget of between \$850,000.00 and \$1,245,000.00 dollars for completion of this project. Proposals priced at more than \$1,245,000.00 will be considered non-responsive.

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:30PM prevailing Alaska Time on September 2, 2022. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.04 PRIOR EXPERIENCE**

All offerors must use Submittal Form E – Mandatory Requirements to confirm they meet minimum requirements.

An offeror's failure to meet the mandatory requirements in Submittal Form E will cause their proposal to be considered non-responsive and rejected.

### **SEC. 1.05 REQUIRED REVIEW**

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

or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. 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: **ANNALISA HAYNIE** – PHONE **907-465-1695** – EMAIL: **ANNALISA.HAYNIE@ALASKA.GOV**

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to [hss.procurement.proposal@alaska.gov](mailto:hss.procurement.proposal@alaska.gov) as separate, clearly labeled attachments. 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.

Note when sending proposals by email, the State recommends sending it far 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 above email address to confirm that the proposal has been received.

The State is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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's Online Public Notice web site.

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. 1.11 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

Language from FORMS-BASED - RFP schedule set out herein represents the State’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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		5/3/22
Educational Meeting and Pre-Proposal Conference	(9:00 am – 11:00 am)	5/17/22
Deadline to Submit Questions	4:00 pm	8/16/22
Deadline for Receipt of Proposals / Proposal Due Date	2:30 pm	9/2/22
Initial Evaluations Completed		9/13/22
Shortlisting		9/20/22
Interviews	TBD	10/19/22-11/2/22
Clarification Period Begins		11/7/22
Notice of Intent to Award		12/19/22
Contract Issued		3/30/23
Contract Start Date		5/1/23

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, or the Commissioner's designee. Upon written notice to the Offeror, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the State.

### SEC. 1.12 EDUCATIONAL AND PRE-PROPOSAL CONFERENCE

A virtual educational meeting and pre-proposal conference will be held from 9:00am to 11:00am Alaska Time, on **May 17, 2022**. The purpose of the meeting is to discuss the work to be performed with the prospective offerors, allow questions concerning the RFP to be asked, and to provide a thorough education on the RFP process being used.

Link: [Click here to join the meeting](#)

Or call in (audio only):

**(907) 202-7104**

**Phone Conference ID: 698 949 671#**

To obtain the greatest benefit from this meeting, offerors are strongly encouraged to have their direct supervisory personnel/critical project team members attend (in lieu of executives, business development, or sales personnel). Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

### **SEC. 1.13 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. 1.14 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**

Alaska has maintained a third-party contractor for a number of years to review psychotropic medication for enrolled youth. The need for this service is significant and has also been substantially underutilized. A pediatric psychotropic quality and utilization team has formed to build value into these reviews to address the needs of children in State custody and provide them with quality pediatric psychiatry and psychopharmacology services. There are currently 278 youth in State custody (Office of Children’s Services (OCS)) who may need service delivery provided through this contract.

### **SEC. 2.02 BACKGROUND ABOUT THE EXISTING SERVICES**

The current vendor performs second opinion reviews remotely based on medical records submitted by the State and the current contract has been in place for seven (7) years.

### **SEC. 2.03 HISTORICAL FACTS AND FIGURES**

Alaska has limited historical data; however, in the past year 110-130 youth in State custody were behaviorally/medically complex and hard to place and most or all are on psychotropics. A total of 1707 Medicaid youth are on psychotropics and may be part of the screening process covered by this contract.

### **SEC. 2.04 UNIQUE CHALLENGES**

Alaska has unique challenges with a relatively small population spread over vast geography, larger by far and more rural than any other state. Alaska has 229 federally recognized Alaska native tribes and 240 remote villages. Alaska also has Community health aides, behavioral health aides and dental health aides, who are front line community health workers providing crucial health care in remote areas.

The State has identified services that are clearly needed including medication reviews and robust support for prescribers and youth in State custody. The State clinical team also needs the offeror to provide limited professional consultation services, particularly for youth in custody.

The State is concerned about appropriate prescribing and sufficient use of diagnostic testing to maintain safety when prescribing psychotropics.

The State is also concerned about incidence of overprescribing and off label use of psychotropics.

Alaska is seeing a trend toward a greater number of youth in custody becoming more behaviorally/medically complex and hard to place.

Alaska is also seeing a trend toward more side effects from psychotropics.

### **SEC. 2.05 STRENGTHS AND OPPORTUNITIES**

There is a need for this contract which has been in place for seven years and Alaska values its existence. The Federal government recognizes the issue of medications with youth in custody hence Federal mandates are in existence for monitoring. Until now, nurses employed by Child Protective Services (CPS) along with Medicaid have carried out the monitoring in collaboration with other oversight agencies to provide federal mandate

language to procurement through ACA 2011 (Public Law 112-34, Title 1, Sec. 101 <https://www.congress.gov/112/plaws/publ34/PLAW-112publ34.pdf>, and 2018 SUPPORT Act Sec. 1004 <https://www.congress.gov/bill/115th-congress/house-bill/6>).

There is an opportunity for improving collaboration between prescribers and mental health clinicians to improve outcomes for youth on psychotropics, and to optimize the psychotropic regimen and psychotherapy.

## SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 3.01 SUMMARY

The Department of Health and Social Services, Division of Health Care Services (DHSS), is soliciting proposals from high level clinical teams experienced in child trauma, including psychiatry and psychology; hereinafter referred to as offeror; to conduct independent third-party expert case reviews for children in State custody or on Medicaid to ensure that prescribed medication regimens are appropriate for the recipient's diagnoses. The reviewing offeror will screen patient data, review patient charts as needed, conduct medication oversight and make recommendations based upon sound medical criteria and published literature, including citations when available. Offeror will include board-certified pediatric psychiatrist(s) on the case management review team.

Alaska is interested in standards, processes and methods of care currently being provided at centers of excellence for both pediatric psychiatry and children in State custody. Alaska would like to improve State standards of psychotropic prescribing and management. Quarterly meetings between offeror and State clinical team will review utilization, potential improvements in care, policy change recommendations and opportunities to provide training support to prescribers. Available prescriber training resources are also being sought as part of this contract.

#### *Scope of Work*

The State estimates the offeror's team will screen approximately 1,000 cases per year for the following populations:

- A. Youth in State Custody or Enrolled in Medicaid Age Five or Younger Receiving Psychotropic Medications
- B. Youth in State Custody or Enrolled in Medicaid of Any Age Receiving Four or More Psychotropic Medications or Identified Polypharmacy
- C. Youth in State Custody or Enrolled in Medicaid of Any Age Receiving Two or More Atypical Antipsychotic Medications

#### *Responsibilities and Workflow*

1. The offeror will screen data and recommend reviews.
2. Charts will be delivered to the offeror electronically.
3. The offeror will review the chart and provide recommendations regarding the safety and efficacy of the recipient's medication regimen, the appropriateness of the medication regimen, possibilities for decreasing the number of medications and/or recommendations concerning the monitoring for adverse effects of the medication regimen. The recommendation should contain reference(s) to published literature supporting the offerors position whenever possible.
4. The offeror's consultation results and recommendations, complete with relevant citations, will be returned to DHSS within three (3) business days of receipt of the case file and/or chart on the required Psychotropic Medication Review form via the DHSS secure email systems.

5. If DHSS clinical staff have concerns about youth psychotropics, DHSS may contact the offeror directly, particularly if the concern is urgent. This will most likely occur if the youth is a) five years old or younger, b) using off label psychotropics, c) using 4 or more psychotropics.
6. The offeror will be available to speak with any relevant prescriber requesting a one-on-one conversation at a mutually agreed upon time; the offeror will also be available to explain his or her recommendation to DHSS if requested. Follow up will be telephonic and may only be initiated by the prescriber and/or DHSS.

### SEC. 3.02 GOALS AND OBJECTIVES

1. An offeror who will bring focus on evidence-based practices related to child trauma, including pediatric psychiatry, psychopharmacology, and behavioral management for children in State custody.
2. An offeror who has demonstrated skill in identifying and treating childhood trauma.
3. An offeror who will bring excellent customer service and strong partnership to prescribers and State staff.
4. An offeror who has a strong focus on quality assurance across business areas within the scope of this RFP with defined oversight and reporting.
5. An offeror who will provide timely and accurate reporting of key performance metrics.
6. An offeror who demonstrates at all times, cultural competency regarding indigenous populations in Alaska or having awareness of the cultural values of indigenous populations being served in Alaska.

### SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately May 1, 2023, for approximately one (1) year until completion, approximately April 30, 2024, with four (4) renewal options of one (1) year each. Renewals will be exercised at the sole discretion of the State.

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. 3.04 DELIVERABLES

The offeror will be required to provide the following deliverables:

1. Evidence based case review to include:
  - A. Appropriateness of diagnosis
  - B. Appropriateness of medications
  - C. Recommendations to reduce polypharmacy: including using medications to treat side effects of other medications rather than adjusting medication regimen
  - D. Review of medication monitoring and safety
  - E. Appropriateness of off-label use

2. Written recommendations to DHSS within 3 business days from date of receipt of case file/chart.
3. Limited telephone consultation upon request with Alaska prescriber, State of Alaska Health Authority or State of Alaska DHSS lead nurses from Office of Children’s Services and Division of Juvenile Justice, based on medical necessity, within one (1) business day of requested time for real time consultation (intended for more urgent or pressing consultation), or three (3) business days for asynchronous consultation.
4. A Continuous Quality Improvement (CQI) Nurse position dedicated to this contract as part of the offeror’s multi-disciplinary team.
5. Attend quarterly meetings and/or trainings to discuss the program or assist with provider education. State may in addition request ad hoc meetings as necessary, subject to standard payment terms. Such meetings provide the opportunity for offeror to make requests for additional support from the State for the purposes of successfully completing reviews and fulfillment of contract obligations. This may include provision of specific documentation, labs, patient information, etc.
6. If offeror notices Alaska trends that are not consistent with best practices and/or current base of evidence, clinical literature, offeror agrees to notify the Pediatric Psychotropic Utilization and Quality Team and make suggestions for improvement.

**Assumptions/Expectations:**

1. Consulting with DHSS would not exclude the offeror from assuming care of the recipient(s) in the future nor does it commit the offeror to assume current care of the recipient(s).
2. If a recipient is treated by the offeror at a later time, the offeror may bill Medicaid the new patient rate for the recipient’s first visit.
3. All consultations will be performed by the same consultant physician unless the consultant physician obtains prior written approval from the Department for one or more alternate consultant physician(s) meeting the minimum requirements of Submittal Form E to review cases.

**Measurement of Performance**

1. Three (3) business day turn around on case reviews (returned to DHSS within three (3) business days of receipt of the case file and/or chart on the required Psychotropic Medication Review form via the DHSS secure email systems).
2. Professional consultation with Alaska prescriber, State of Alaska Health Authority or State of Alaska DHSS lead nurses from Office of Children’s Services and Division of Juvenile Justice, based on medical necessity, within one (1) business day of requested time for real time consultation (intended for more urgent or pressing consultation), or three (3) business days for asynchronous consultation.

The State’s Pediatric Psychotropic Utilization and Quality Team will meet regularly to assess offeror performance and will make deductions from the offeror’s monthly invoices according to the following parameters:

<b>PEDIATRIC PSYCHOTROPIC SUPPORT CONTRACTOR QUALITY SCORING TOOL</b>	
1) No Added Value	
a.	≤60% of real time professional consultations response within one (1) business day
b.	≤60% of asynchronous professional consultations response within three (3) business days
c.	≤60% of professional consultations feedback from Alaska clinical staff, prescribers & patients is positive
d.	≤60% of case reviews completed within three (3) business days
e.	≤60% grade-A on State of Alaska assessment of quality of individual reviews
2) Low Value	
a.	>60% of real time professional consultations response within one (1) business day
b.	>60% of asynchronous professional consultations response within three (3) business days
c.	>60 of professional consultations feedback from Alaska clinical staff, prescribers & patients is positive
d.	>60% of case reviews completed within three (3) business days
e.	>60% grade-A on State of Alaska assessment of quality of individual reviews
3) Improving	
a.	>70% of real time professional consultations response within one (1) business day
b.	>70% of asynchronous professional consultations response within three (3) business days
c.	>70% of professional consultations feedback from Alaska clinical staff, prescribers & patients is positive
d.	>70% of case reviews completed within three (3) business days
e.	>70% grade-A on State of Alaska assessment of quality of individual reviews
4) Acceptable	
a.	>80% of real time professional consultations response within one (1) business day
b.	>80% of asynchronous professional consultations response within three (3) business days
c.	>80% of professional consultations feedback from Alaska clinical staff, prescribers & patients is positive
d.	>80% of case reviews completed within three (3) business days
e.	>80% grade-A on State of Alaska assessment of quality of individual reviews
5) High Value (Timeliness, Usefulness at point of care, Alaska clinical staff, prescribers & patient satisfaction)	
a.	100% of real time professional consultations response within one (1) business day
b.	100% of asynchronous professional consultations response within three (3) business days
c.	100% of professional consultations feedback from Alaska clinical staff, prescribers & patients is positive
d.	100% of case reviews completed within three (3) business days
e.	100% grade-A on State of Alaska assessment of quality of individual reviews

**Consequences of non-compliance:**

1. Percentage taken from monthly invoice for non-compliance.
  - A. If quality scores fall below acceptable levels (<80%), the corresponding months' invoice shall be reduced by 2%, and every month thereafter until scores have resumed acceptable levels (>80%).
  - B. In the event of delay on case reviews, the corresponding months' invoice shall be reduced an initial 2%, and 0.5% every day thereafter until delay has been resolved.

**SEC. 3.05 CONTRACT TYPE**

This contract is a firm fixed price contract.

**SEC. 3.06 PROPOSED PAYMENT PROCEDURES**

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

**SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

**SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed at offeror's location.

The State will not provide workspace for the offeror. The offeror must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the offeror 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. 3.09 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, all subcontractors must meet the same minimum requirements as the offeror and complete Submittal Forms E, F and G, provided as attachments to the RFP.

An offeror's failure to provide this information with their proposal may cause the State to consider their proposal non-responsive and reject it.

During the Clarification Period (RFP Sec. 5.17), the State may require a signed written statement from each subcontractor proposed in Submittal Form F – Subcontractors that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the State will also require evidence that a subcontractor possesses a valid Alaska Business License if they will be performing work within Alaska.

During the course of the contract, the substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

### **SEC. 3.10 JOINT VENTURES**

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

### **SEC. 3.11 CONTRACT PERSONNEL**

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

### **SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT ROR UNACCEPTABLE DELIVERABLES**

The offeror is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The offeror will not unreasonably withhold such changes.

Substantial failure of the offeror to perform the contract may cause the State to terminate the contract. In this event, the State may require the offeror to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the offeror 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 offeror a written description of the additional work and request the offeror 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 offeror will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.



### SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

Offeror 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 offeror 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 offeror with all applicable federal and State law, including the Social Security Act and HIPAA. The offeror 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 offeror or a offeror agent or otherwise made available to the offeror or a offeror agent in connection with this contract, or acquired, obtained or learned by the offeror or a offeror agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.)

If confidential information is requested to be disclosed by the offeror 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 offeror 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 offeror 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 offeror must be provided to the State within a reasonable time after the offeror’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. 3.15 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.

Acceptance of this clause is a material provision, and the indemnification clause shall not be subordinate to any other provision in the offer or subsequent contract.

### SEC. 3.16 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**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 \$1,000,000 per claim/annual aggregate.

No alteration of these insurance requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management

### SEC. 3.17 TERMINATION FOR DEFAULT

If the project director determines that the offeror has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the offeror, terminate the offeror’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 (Sec. 8.0 Attachments).

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for anonymity and page limits.

**Anonymity:** Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
<b>Submittal Form B – Risk Assessment Plan – Controllable Risks</b>	<b>YES</b>	<b>2</b>
<b>Submittal Form B – Risk Assessment Plan – Non-Controllable Risks</b>	<b>YES</b>	<b>2</b>
<b>Submittal Form C – Value-Add Assessment</b>	<b>YES</b>	<b>2</b>
<b>Submittal Form D – Performance Qualifications</b>		
Submittal Form E – Mandatory Requirements		
Submittal Form F – Contractual Requirements		
Submittal Form G – Subcontractors		
Submittal Form H – Cost Proposal		

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. The State also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

**SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)**

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g) that the offers will remain open and valid for at least 90 days; and

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 offeror in default.

The Submittal Form also requests the following information:

- a. The complete name and address of offeror's firm along with the offeror's Tax ID.
- b. Information on the person the State should contact regarding the proposal.
- c. Names and resumés/curricula vitae of critical team members.
- d. Addenda acknowledgement.
- e. Conflict of interest statement.
- f. All known federal requirements that apply to the proposal, proposal evaluation, or contract.
- g. Alaska preference qualifications (if applicable).

An offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

**SEC. 4.04 RISK ASSESSMENT PLAN (SUBMITTAL FORM B)**

The offeror must complete Submittal Form B and submit with proposal response. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for State. The offeror should rely on and use their experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The offeror should also explain how it will avoid or minimize the risks from

occurring. If the offeror has a unique method to minimize the risk, the offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the system. The offeror should categorize the 'risks' into the following definitions:

- a. **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the offeror, or by entities/individuals that are contracted by the offeror. This includes things that are part of the technical scope of what the offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the offeror's expertise (i.e., risks that are no longer risks due to the offeror's expertise in delivering this type of service). All controllable risks and strategies to mitigate them must be included in the offeror's base proposal cost and schedule (if there are any impacts at all).
- b. **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the offeror. This may include risks attributed by state, state personnel, parties hired by state, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the offeror, the offeror should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the offeror's base proposal cost or schedule.

Please use the following format when completing the Submittal Form:

- Risk = Title of the risk
- Description = A brief description of why the risk is a risk? Background of how the risk may impact the project/service if it occurs.
- Strategy = Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it occurs.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Sec. 4.02).

## SEC. 4.05 VALUE-ADD ASSESSMENT (SUBMITTAL FORM C)

The offeror must complete Submittal form C and submit. The purpose of the Value-Add Assessment is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the State, the project, or the service. If the offeror can include more scope or service generally within the scope of the RFP, the offeror should provide these value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. **Value-added ideas must not be included in the offeror's base cost proposal.**

Please use the following format when completing the Submittal Form:

- Idea = Title of the idea/opportunity
- Description = A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact to the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### SEC. 4.06 PERFORMANCE QUALIFICATIONS (SUBMITTAL FORM D)

The offeror will be required to collect Performance Qualifications (PQ) as outlined in this section. The offeror will be responsible for collecting customer satisfaction surveys from clients/departments/references (herein referred to as ‘references’) and submitting this information with their proposal. PQ surveys will be required for both the offeror and each of the clinical team members consisting of 1) Physician Consultant; 2) Mental Health Clinician/Behavioral Health Consultant; 3) Registered Psychiatric Nurse; and 4) Non-Clinical Administrative Director (listed in Submittal Form A).

##### Step 1) Identify who to survey:

- Identify a list of past references that will complete the surveys.
- The offeror should survey references that have similar requirements (as outlined in this RFP); Alaska specific references would be helpful.
- The survey must be evaluated by the reference. The survey cannot be completed by any third-party representatives/consultants of the reference.
- The offeror must submit at least three surveys evaluating the offeror/firm and at least one, but no more than three, surveys evaluating the clinical team members consisting of 1) Physician Consultant; 2) Mental Health Clinician/Behavioral Health Consultant; 3) Registered Psychiatric Nurse; and 4) Non-Clinical Administrative Director.

##### Step 2) Preparing the surveys:

- The offeror is responsible for preparing the surveys.
- The survey questionnaire is separated into three different parts. In order to receive credit for a returned survey, the offeror shall provide all required information in Parts A and B on the survey.
- The offeror shall enter their company name and critical team member (in Part A of the survey).
- The offeror shall enter background information about the project being evaluated (in Part B of the survey). All information is required. Failure to provide this information, or listing “n/a” or “confidential” may result in no credit for the survey.

##### Step 3) Distributing and collecting the surveys:

- Prior to distributing the surveys, the offeror should contact each reference to ensure that they are able and willing to complete the survey.
- The offeror should fax, email, mail, or deliver the survey to each reference.
- The offeror must modify the return information (located at the bottom of the survey) so the survey is returned to the offeror for collection.
- The reference must provide their customer satisfaction ratings and any general comments in Part C of the Survey. All returned surveys must be evaluated and signed by the reference. If a survey is not signed, it will not be considered.

- The State may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the survey may be deleted and no credit given for that reference.
- Returned surveys must be packaged together and submitted with the proposal.
- Failing to submit surveys will not disqualify an offeror, but may significantly impact the offeror’s overall competitiveness (the offeror will be given a 1 rating for their PQ score).

**SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)**

The offeror must complete and submit this Submittal Form.

**SEC. 4.08 CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM F)**

The offeror must complete and submit this Submittal Form.

**SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)**

The offeror must complete and submit this Submittal Form.

**SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)**

The offeror must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.



## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

**The State will use the following steps to evaluate and prioritize proposals:**

- 1) Proposals will be assessed for overall responsiveness and compliance with mandatory requirements. Proposals deemed non-responsive or not in compliance with mandatory requirements will be eliminated from further consideration.
- 2) Each responsive proposal that has passed all mandatory requirements will be assigned a unique code.
- 3) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 4) The anonymous Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information, schedule information, or team information will be shared or provided to the PEC.
- 5) The PEC will independently evaluate and score the documents based on the degree to which the proposal has met the requirements of the Submittal Form.
- 6) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 7) The evaluators will submit their final individual scores to the procurement officer, who will then compile the evaluator's scores and calculate awarded points as set out in Section 5.03.
- 8) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points.
- 9) The procurement officer will prioritize the proposals based on evaluator scores, performance qualifications scores, cost proposal scores, and Alaska preferences (as outlined in Section 5.08 through 5.12).
- 10) The procurement officer will shortlist the proposals and the State will conduct interviews with the top-rated offerors.
- 11) The PEC will evaluate and score the interviews and submit their scores to the procurement officer, who will incorporate these scores into the final prioritization.
- 12) The State will then conduct the clarification period and award a contract if the clarification period is successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State, considering both cost and non-cost factors as described below. Note: 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.

**Total Evaluation Points Available: 1000**

<b>Overall Criteria</b>		<b>Weight</b>
Responsiveness		Pass/Fail
Mandatory Requirements Compliance	(Submittal Form E)	Pass/Fail

<b>Qualifications Criteria</b>		<b>Weight</b>
Risk Assessment Plan	(Submittal Form B)	125
Value-Add Assessment	(Submittal Form C)	100
Performance Qualifications	(Submittal Form D)	25
Interviews – Clinical Psychiatrist Program Director		75
Interviews – Psychiatric Nurse/Nurse Case Manager		75
Interviews – Non-Clinical Administrative Director		75
Interviews– Mental Health Clinician/Behavioral Health Consultant		75
Interviews - Clinical Team		50
<b>Total</b>		<b>600</b>

<b>Cost Criteria</b>		<b>Weight</b>
Cost Proposal		300
<b>Total</b>		<b>300</b>

<b>Preference Criteria</b>		<b>Weight</b>
Alaska Offeror Preference (if applicable)		100
<b>Total</b>		<b>100</b>

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.05 through 5.06 and assign a single score for each section. Offeror’s responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Total Score	PEC Member 2 Total Score	PEC Member 3 Total Score	PEC Member 4 Total Score	Combined Total Score	Award Points
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum amount of points for that section.

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

#### SEC. 5.04 MANDATORY REQUIREMENTS (PASS/FAIL)

Offerors must confirm that they meet all mandatory requirements as identified in Submittal Form E. An offeror's failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

#### SEC. 5.05 RISK ASSESSMENT PLAN

The Risk Assessment Plan will be evaluated by the PEC against the questions set out below:

- 1) How well has the offeror identified pertinent risks, issues, challenges, and potential problems related to this specific project/service?
- 2) How well has the offeror identified a clear and concise approach/methodology that can logically mitigate the risks?

#### SEC. 5.06 VALUE-ADD ASSESSMENT

The Value-Add Assessment will be evaluated against the questions set out below:

- 1) How well has the offeror identified pertinent value-add ideas or opportunities that are specific to this project/service?

#### SEC. 5.07 PERFORMANCE QUALIFICATIONS (SUBMITTAL FORM D)

Experience will be evaluated against the customer satisfaction with the offeror and the clinical team members consisting of 1) Physician Consultant; 2) Mental Health Clinician/Behavioral Health Consultant; 3) Registered Psychiatric Nurse; and 4) Non-Clinical Administrative Director as outlined below. Note: These scores will not be evaluated/scored by an evaluation committee. The State will use the actual average scores in the analysis.

- 1) Regarding the firm: The customer satisfaction ratings will be averaged together to obtain an overall average customer satisfaction rating.
- 2) Regarding the critical personnel (to include clinical team members consisting of 1) Physician Consultant; 2) Mental Health Clinician/Behavioral Health Consultant; 3) Registered Psychiatric Nurse; and 4) Non-Clinical Administrative Director. The customer satisfaction ratings will be averaged together to obtain an overall average customer satisfaction rating.

The offeror with the highest average ratings will received the maximum number of points for this section. Points will be awarded to the other offerors using the formula set out in Section 5.03.

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

### EXAMPLE (Max Points for Contract Cost = 400):

#### 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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

#### **Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

#### **Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

#### **Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{336.8}$$

## SEC. 5.09 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 following website: <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)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.

## SEC. 5.10 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

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

## SEC. 5.11 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.

## SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, 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, which will be added to the offeror’s overall evaluation score.

### Example:

#### Step 1

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

1000 Total Points Available in RFP x 10% Alaska offerors preference = 100 Points for the Preference

#### Step 2

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offerors Preference	100 points
Offeror #3	800 points	Alaska Offerors Preference	100 points

#### Step 3

Add the applicable Alaska offerors preference amounts to the offeror’s scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

## SEC. 5.13 SHORTLISTING

After proposals have been prioritized, the State may shortlist and interview the top three highest ranking offerors. The State may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

## SEC. 5.14 INTERVIEWS OF KEY PERSONNEL

The State may conduct interviews with the key personnel from each of the shortlisted offerors, as identified below (the State reserves the right to request additional personnel):

- 1) Clinical Child Psychiatrist/Program Director
- 2) Non-Clinical Administrative Director
- 3) Psychiatric Nurse/RN Case Manager
- 4) Mental Health Clinician/Behavioral Health Consultant
- 5) Clinical Staff as a Team

The individuals that will be interviewed must be the same individuals that are identified in Submittal Form A of the offeror's proposal. No substitutes, proxies, or phone interviews. Video conference interviews will be allowed via secure platform. No other individuals (from the offeror's organization) will be allowed to sit in or participate during the interview session. Individuals who fail to attend the interview will be given a "1" score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 30 minutes per individual. Interviewees may not bring notes, presentation materials, or handouts. The State will interview individuals separately, followed by an interview with the whole clinical team together. Interviewees may be prohibited from making any reference to their proposed cost/fees. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The State may request additional information prior to interviews. The PEC will score each interview individually and may have a group discussion prior to finalizing scores.

#### **SEC. 5.15 FINAL PRIORITIZATION**

After the shortlisted offerors have been interviewed and scored by the PEC, the procurement officer will compile all scores and perform a final prioritization of offerors.

#### **SEC. 5.16 COST REASONABLENESS**

Prior to conducting the Clarification Period, the procurement officer will perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- a. If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the State will proceed to invite the highest ranked offeror to the Clarification Period.
- b. If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the State reserves the right to invite the second highest ranked offeror to the Clarification Period.

#### **SEC. 5.17 CLARIFICATION PERIOD**

The State will invite the highest (or second highest) prioritized offeror to the clarification period. The clarification period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value offeror an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The State's objective is to have the services completed on time, without any cost increases, in a timely and efficient manner, and with high customer satisfaction. It is the offeror's responsibility to ensure that the offeror

understands the State's expectations. The offeror is at risk, and part of the risk is understanding State's expectations.

The offeror will be required to pre-plan the project in detail to ensure that there are no surprises, and to prepare a clarification document (which will be incorporated into the contract), containing at a minimum the information as described below:

- a. **Verify the Cost Proposal:** Clarify the cost proposal. The offeror is expected, in good faith, to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- b. **Provide a Project Schedule:** Prepare a high-level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule. This may include transition and implementation.
- c. **Provide a Client Action Item Schedule:** Prepare a schedule of any/all activities, actions, or decisions needed from the State (including specific due dates and client names responsible for the activities). This must be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of the State or its personnel
- d. **Align Expectations:** Coordinate the project/service (schedule, cost, activities) with all critical parties (subcontractors, consultants, suppliers, manufacturers, networks, etc.). Create a detailed project plan. Review any unique technical requirements with the State.
- e. **Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items that the offeror feels are outside the scope of work). This should also include any critical expectations or responsibilities that the offeror has of the State, State personnel, or other parties/organizations that are not contracted to by the offeror.
- f. **Risk Mitigation Approach:** Identify all risks, activities, or concerns that may be unforeseen or not within the control of the offeror. This should include everything (realistically) that may prevent the offeror from being successful on this project. This may include: contractor risks, designer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project
- g. **Financial Resources and Responsibility:** Provide necessary information on the offeror's ability to meet its financial obligations. Financial analysis includes and is not limited to standard accounting ratio analysis. Offeror will be required to provide the most recent three years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company's existence, if shorter. Provide the most recent interim financial statements. Required if the latest available financial statement date is six months or more than the RFP document submission date. Interim financial statements must be signed and attested to by an authorized officer as a fair representation, in all material aspects, of the company's financial condition in accordance with generally accepted accounting principles. Provide any subconsultant's financial stability information and qualifications of the subconsultant's key personnel (if the subconsultant will perform at least 25% of the



work). The State may request clarifications or additional documentation, other than the aforementioned documents as stated above. However, no request by the offeror to submit additional information for re-evaluation of financial resources and responsibility will be accepted.

- h. 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. If requested, provide resumes on all key personnel.
- i. Provide any additional requested documentation: Provide a detailed project/work plan, past and current client references, staffing plans, contracts, insurance, background checks, additional references and reference information, etc.

The potential best-value offeror will be required to conduct and participate in several meetings throughout the clarification period. At a minimum, the State will require the offeror to conduct a kickoff meeting at the beginning of the clarification period. The offeror will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the State
- Address all project assumptions
- Identify major risks to project delivery (focusing on risks that the offeror does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the State to support successful project delivery.
- Propose a schedule for items that must be reviewed in detail and resolved during the clarification period.

The potential best-value offeror will be required to hold a final summary meeting at the end of the clarification period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The offeror will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

The State reserves the right at its sole discretion to negotiate with the potential best-value offeror during the clarification period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals. An invitation to the clarification period does not constitute a legally binding offer to enter a contract on the part of the State to the offeror. At any time during the clarification period, if the State is not satisfied with the progress being made by the invited offeror, the offeror fails to provide the information in a timely manner, fails to negotiate in good faith, indicates they cannot perform the contract within the budgeted funds available for the project, or if the offeror and the State fail to agree to terms or fail executing a contract, the State may terminate the clarification period activities and then commence or resume a new clarification period with an alternative offeror.

## **SEC. 5.18 OFFEROR NOTIFICATION OF SELECTION**

If the State and offeror are able to agree to terms and complete the clarification period, the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SECTION 6. POST AWARD PROCEDURES AND ACTIVITIES

### SEC. 6.01 MONTHLY REPORTING

The State will require the awarded offeror to prepare and submit monthly reports. These reports are a tool for the State in analyzing changes or addressing issues that may occur throughout the contract period as well as management of performance metrics. A change or issue is defined as anything that impacts (or may potentially impact) the contract costs, contract schedule/duration, or clinical services. The State will provide a monthly report template during the clarification period. Any modification to the monthly report template will be made collaboratively in the quarterly meetings and approved by the Alaska Pediatric Psychotropic Utilization and Quality Team prior to use.

In addition to monthly reporting, the State will use a plan of correction process that includes a cost impact for each correction.

The monthly report must be prepared and submitted by the awarded offeror the first day of every month. If the first day of the month is on the weekend, the report shall be submitted the following Monday. The State will review and analyze each monthly report for accuracy, following format requirements, and timely submittals.

### SEC. 6.02 PERFORMANCE EVALUATIONS

The awarded Offeror will be closely monitored for contract compliance. In summary, the State will evaluate the contractor's overall performance on the awarded contract. This may include, but is not limited to:

- Ability to follow State rules, policies, and regulations
- Ability to successfully manage and deliver the project
- Ability to minimize delays
- Ability to minimize cost increases
- Ability to provide and submit accurate monthly reports
- Overall quality and performance of the services
- Accuracy of billing
- Responsiveness to correct deficiencies
- Conformance to the terms and conditions of the contract

The project evaluation assessment will be performed at regular intervals. These ratings may be used and considered during the solicitation and competition of future projects within the State of Alaska.

### SEC. 6.03 INFORMAL DEBRIEFING

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

## SECTION 7. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 7.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, (907) 465-2550**, to clarify any questions regarding business licensing requirements relevant to your organization. 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. 7.02 CLARIFICATION OF OFFERS

Prior to the Clarification Period detailed in Section 5.17, 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. 7.03 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 made 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. 7.04 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services (form 02-093/Appendix A). This form is attached with the RFP for your review (Sec. 8.0). 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, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made

### SEC. 7.05 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.06 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. 7.07 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

### SEC. 7.08 RIGHT OF REJECTION

Offerors must comply with all 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 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. 7.09 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. 7.10 DISCLOSURE OF PROPOSAL CONTENTS

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

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

### SEC. 7.11 ASSIGNMENT

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

**SEC. 7.12 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. 7.13 SEVERABILITY**

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

**SEC. 7.14 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 7.08 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. 7.15 CONTRACT INVALIDATION**

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

**SEC. 7.16 SOLICITATION ADVERTISING**

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

**SEC. 7.17 SITE INSPECTION**

The State may conduct on-site visits to an offeror's places of business or work sites 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 assistance and access to the offeror's relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

At reasonable times throughout the contract, the State may also inspect those areas of the contractor's places of business or work sites that are related to the performance of the contract. The contractor must agree, at risk of being found in default of the contract, to provide the State reasonable assistance and access to relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

## SEC. 7.18 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."



## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments (as separate files):**

- 1) RFP Submittal Forms (A through G)
  - Submittal Form A – Offeror Information
  - Submittal Form B – Risk Assessment Plan
  - Submittal Form C – Value Add Assessment
  - Submittal Form D – Performance Qualifications
  - Submittal Form E – Mandatory Qualifications
  - Submittal Form F – Contractual Requirements
  - Submittal Form G – Subcontractors and/or Joint Venture
- 2) Submittal Form H – Cost Proposal
- 3) Monthly Reporting Tool
- 4) Example Standard Agreement – (with Appendices A, E and F)