

# Trust

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## Alaska Mental Health Trust Authority

### REQUEST FOR PROPOSALS HB 172 REPORT TO LEGISLATURE RFP 23-114M

ISSUED DECEMBER 8, 2022

PREPARING A REPORT FOR SUBMISSION TO THE LEGISLATURE AS IDENTIFIED IN  
HOUSE BILL 172: MENTAL HEALTH FACILITIES AND MEDICATIONS.

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ISSUED BY:

DEPARTMENT OF REVENUE  
ALASKA MENTAL HEALTH TRUST AUTHORITY

PRIMARY CONTACT:

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Mental Health Trust Authority (Trust), in partnership with the Alaska Department of Health and Department of Family and Community Services, is soliciting proposals from qualified parties capable of preparing a report for submission to the legislature as identified in House Bill 172: *Mental Health Facilities*

*and Medications.* The final report will focus on improving rights of psychiatric patients in Alaska and will be developed with facilitated stakeholder engagement.

## SEC. 1.02 BUDGET

The Trust estimates a budget of between \$250,000 and \$300,000 for completion of this project. Proposals priced at more than \$300,000 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 **1:30 PM prevailing Alaska Time on December 29, 2022**. 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 these minimum prior experience requirements:

- Knowledge of and/or experience in operation of psychiatric hospital and inpatient settings that serve individuals through involuntary commitment processes.
- Competence with state statutes, regulations, or other resources that will support efforts to improve patient outcomes and enhance patient rights, particularly involving involuntary admissions, and involuntary medications.
- Substantive knowledge of and experience with federal regulatory and accrediting bodies (such as CMS, Joint Commission).
- Capacity and competence to perform detailed multi-state research for comparison and evaluation of Alaska's system.
- High level of competence and experience with data analysis, collection, and statistical methodologies.
- Understanding of trauma informed care principles and principles of modern mental health care.
- Ability to conduct a full analysis within the context of constitutional due process principles and statutory rights and remedies.

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

In addition, the following qualifications are preferred:

- Offeror's team includes individual(s) with lived experience (experience in Alaska is preferred but not necessary).
- Offeror has a plan to utilize peers (individuals and/or family members with lived experience) to engage with key informant interviews and process, and to ensure representation of all relevant stakeholder perspectives.

## 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. 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: Valette Keller – PHONE 907-269-6039 – EMAIL [valette.keller@alaska.gov](mailto:valette.keller@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one copy of their proposal through one of the following methods. The Trust recommends sending a proposal enough ahead of time to ensure the proposal is delivered by the deadline for receipt of proposals. Faxed or oral proposals will not be accepted.

It is the offeror's responsibility to contact the issuing agency at 907-269-7960 to confirm that the proposal has been received. The Trust is not responsible for unreadable, corrupt, or missing attachments.

### Method 1: Submission by mail or courier

The proposal must be submitted as a hard copy 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 package must include a USB thumb drive with a digital copy of their proposal in PDF format. The digital cost proposal included with the package must be a separate document from the rest of the proposal and must be clearly identified

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

Alaska Mental Health Trust Authority  
Attention: Valette Keller  
RFP 23-114M: HB 172 Report to Legislature  
  
3745 Community Park Loop Suite 200  
Anchorage, AK 99508

### Method 2: Submission by email

The proposal must be submitted as a digital copy in PDF format to [deborah.delong@alaska.gov](mailto:deborah.delong@alaska.gov). The email must contain the RFP number in the subject line. The technical proposal and cost proposal must be saved as separate PDF documents and emailed as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". You must not email (including CC and BCC) the proposal to any State employee or email address other than instructed above.

Please note that email transmission is not instantaneous, and the maximum size of a single email (including all text and attachments) that can be received by the Trust is 20mb (megabytes).

### Method 3: Submission by Alaska ZendTo

Offerors must submit one digital copy of their proposal in PDF format to [deborah.delong@alaska.gov](mailto:deborah.delong@alaska.gov) via Alaska ZendTo, <https://drop.state.ak.us>. The cost proposal included with the package must be a separate document from the rest of the proposal and must be clearly identified. The technical proposal and cost proposal must be submitted as separate, clearly labeled PDF documents. Offerors must include the RFP number and title in the ZendTo note. You must not include any State employee or email address in the ZendTo form other than instructed above.

## 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 Trust 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 Trust'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.

**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 Trust'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 Trust'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		12/8/2022
Pre-Proposal Conference	11:30 AM	12/19/2022
Deadline for Receipt of Proposals / Proposal Due Date	1:30 PM	12/29/2022
Proposal Evaluations Complete		1/4/2023
Notice of Intent to Award		1/5/2023
Contract Issued		1/16/2023

This RFP does not, by itself, obligate the Trust. The Trust's obligation will commence when the contract is approved by the Trust. Upon written notice to the contractor, the Trust may set a different starting date for the contract. The Trust 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 Trust.

**SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via Zoom at 11:30 AM Alaska Time on December 19, 2022. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask

questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following information:

<https://us02web.zoom.us/j/85877010680?pwd=OUt2ek8rTTM5dzd4dlo5dFVvbzVidz09>

Meeting ID: 858 7701 0680

Passcode: Trust

Or connect by phone: 1-669-900-6833

Meeting ID: 858 7701 0680

Passcode: 680151

## 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 Trust was created by Congress before statehood when Alaska was still a territory. In 1956, Congress transferred the responsibility for providing mental health care to the territory and ultimately the state, establishing the Alaska Mental Health Trust and granting it one million acres of land to generate income for a comprehensive mental health program. However, in a class action lawsuit ruling in 1984, the Alaska Supreme Court determined the state breached its fiduciary responsibility to manage Trust land.

The settlement of the resulting Mental Health Lands Trust lawsuit in 1994 created a Trust Authority consisting of seven Trustees. The Trust was reconstituted with \$200 million and nearly 1,000,000 acres of land. The Trust Authority contracts with the Alaska Permanent Fund Corporation to manage the \$200 million, while the Trust Land Office was established in the Department of Natural Resources to manage non-cash assets. The Trustees are charged with overseeing the management of Trust assets as well as spending trust income to improve the lives of beneficiaries.

Trust beneficiaries include Alaskans who experience:

- mental illness;
- development disabilities;
- chronic alcoholism;
- Alzheimer's disease or related dementia;



- brain injury.

Currently, hospitals must be designated by the state in order to accept and treat individuals under involuntary behavioral health holds. Designated Evaluation and Stabilization (DES) facilities provide evaluation and stabilization for up to seven days. Designated Evaluation and Treatment (DET) hospitals provide both evaluation and treatment. Individuals can only be civilly committed to a DET. Since their inception, the DET/DES beds have been the primary means of treatment for those with acute psychiatric needs.

Prior to 1981, the Alaska Psychiatric Institute (API) was the only designated psychiatric facility in the state, meaning it was the only facility in Alaska that could involuntarily hospitalize people for behavioral health evaluation and treatment. In 1981 Fairbanks Memorial Hospital and Bartlett Regional Hospital in Juneau also became Designated Evaluation and Treatment (DET) hospitals – and the state remained limited to three DET facilities for many years. It is possible for other hospitals to provide these DET services. However, hospitals must voluntarily apply for designation to evaluate individuals to determine if they meet criteria for involuntary civil commitment.

In 1981, Alaska adopted a decentralized system of behavioral health care in a major revision of the civil commitment statutes. The rationale behind this approach was that in-community services would be developed which would reduce the need for institutional care. In practice, however, Alaska's system of behavioral health community services has never been robust enough to meet the needs of Alaskans. Unfortunately, the number of Alaskans needing mental health services has risen, while recruiting and retaining mental health providers and substance abuse providers has only become more difficult. These problems have resulted in increasing pressure on API, the court system, the Department of Corrections, public safety, and hospitals, including emergency departments. Too frequently, emergency departments and correctional facilities have been the only available 24/7 option for someone in a behavioral health crisis.

### **STATE OF BEHAVIORAL CRISIS CARE**

Like many other states, Alaska relies heavily upon public safety officials/first responders and hospital emergency rooms as a primary resource for people experiencing mental health crises. The lack of the proper levels of care in communities across the state often results in individuals being inappropriately held in higher, more restrictive levels of care – or not receiving any behavioral health care. This also diverts critical public safety resources away from crime prevention and other law enforcement activities.

For several years, the Trust has been working with state and community partners to implement a crisis stabilization system of care. Patterned after the “Crisis Now” model framework successfully implemented in other states, the system is intended to maximize existing resources, expand the continuum of care, and to ease stress on first responders, public safety officers, and hospitals.

The crisis stabilization system has three main components: (1) a crisis call center that can coordinate with other resources in real time to connect individuals to services; (2) mobile crisis teams to respond in person to meet an individual in crisis; and (3) stabilization facilities that provide a safe, supportive, and appropriate place for those who cannot be stabilized by call center clinicians or mobile crisis teams.

This third component, stabilization facilities, is critical to the model and would provide an intermediary level of behavioral health care that does not currently exist in the state of Alaska. However, these facility license types

did not exist in Alaska law until Senate Bill 120 became law in 2021, and other definitions in the legal structure did not easily accommodate other aspects of the crisis model.

During the 32nd session of the Alaska State Legislature, House Bill 172 “Mental Health Facilities and Medications” was passed and subsequently signed into law by Governor Dunleavy (July 18, 2022). HB 172 creates an opportunity for behavioral health crisis response system transformation. HB 172 supports immediate response mechanisms such as crisis response teams and further defines a licensing and legal structure for new facilities such as crisis stabilization centers (up to 23-hours stay) and crisis residential centers (up to 7-days stay) to assist individuals suffering from an acute mental health crisis. HB 172 also creates an alternative to involuntary hospitalization for people likely to be stabilized within 7 days. Patient rights are a priority within this new structure.

HB 172 is critical for the implementation of Alaska’s behavioral health crisis continuum of care. The legislation is a result of collaborative and intentional efforts by the Department of Health and Social Services (which will continue with both the new Department of Health and Department of Family and Community Services), the Alaska Mental Health Trust Authority, public safety, community providers, and patient advocates to transform Alaska’s behavioral health system to better serve the most vulnerable Alaskans and their families.

Under the statutory changes in HB 172, individuals in mental health crisis can easily access crisis stabilization centers (23-hour stay) or crisis residential centers (up to 7-day stay). The crisis centers will also provide law enforcement, EMS, and families with a place to take individuals in crisis other than local emergency departments. The crisis stabilization centers can triage, treat, or refer to the appropriate level of care, rather than individuals waiting in an emergency department that is not structurally equipped to provide therapeutic behavioral health care, or being escalated immediately to the highest level of care (such as being committed to one of the four psychiatric hospitals that are Designated Evaluation & Treatment Facilities). The vast majority of Alaskans who seek behavioral health care do so voluntarily, but when a person is in crisis and unable to ask for help, HB 172 allows for a more nimble and responsive psychiatric crisis response system that does not require hospitalization.

### **REPORT TO THE LEGISLATURE**

As HB 172 made its way through the Legislature, concerns were raised by mental health advocates about pre-existing challenges with the civil commitment system and protections for patient rights. The legislature, Trust, and the state collaborated in creating a requirement for a joint report that would address these concerns and direct continued system improvement.

The bill directs the Trust, the Department of Health and Department of Family and Community Services to submit a report to the legislature, which will also be available to the public. The joint report of findings are due to the senate secretary and chief clerk of the house of representatives by October 2023. This report will be developed through stakeholder input and considering public comments, and must contain the following components:

1. A comprehensive assessment of current state, federal, and accrediting body requirements for psychiatric patient rights;
2. Recommendations for changes to laws and requirements that could improve patient outcomes and enhance patient rights;
3. Assessment and recommendations relating to data collection and reporting; and
4. Identification of data and statistical collection methods.

HB 172 requires the State Departments and the Trust to use a process that convenes a diverse stakeholder group that includes members representing patients with lived experience, patient advocates, the Disability Law Center of Alaska, providers of psychiatric services, the State of Alaska Ombudsman, and the Alaska Mental Health Board as key informants in the development of the report and final recommendations to the legislature.

The draft report will be made available for public comment prior to finalization.

The following link to the state of Alaska Department of Health website includes House Bill 172, additional background on the initiative, and frequently asked questions published September 19, 2022:

<https://health.alaska.gov/Commissioner/Documents/PDF/Crisis-Stabilization-in-Alaska-HB-172.pdf>

A report to the legislature is due one year after effective date HB 172 was signed into law. Prior to final submittal, stakeholders must be engaged, the draft of the assessment and recommendations must be made available for public comment, and comments must be given due consideration before the production and transmittal of the final report on or by October 16, 2023.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The successful offeror will:

#### 1. PRODUCE A REPORT TO THE LEGISLATURE

- a) The final report must be submitted to the Alaska legislature senate secretary and chief clerk of the Alaska house of representatives by October 16, 2023. See pages 18-19 of HB 172 for more details of required report components.
  - (1) Include an assessment of the current state, federal, and accrediting body requirements for psychiatric patient rights, including patient grievance and appeal policies and procedures; the assessment must address the adequacy of these policies and procedures and the practice challenges patients face in available themselves of these rights.
  - (2) Identify and recommend any additional changes to state statutes, regulations, or other requirements that could improve patient outcomes and enhance patient rights, including items that could be added to AS 47.30.825, particularly involving involuntary admissions, involuntary medications, and the practical ability of patients to avail themselves of their rights.
  - (3) Assess and recommend any needed changes to current processes for data collection and reporting of patient grievances and appeals, patient reports of harm and restraint, and the resolution of these matters and provide recommendations for making this information available to the public; and
  - (4) Identify methods for collecting and making available to the legislature and the public statistics recording:
    - i. the number, type, and cause of patient and staff injuries,
    - ii. the number, type, and resolution of patient and staff complaints, and
    - iii. the number, type, and cause of traumatic events experienced by a patient. In this subparagraph, "traumatic event" means being administered medication involuntarily or being placed in isolation or physical restraint of any kind.

- b) The process used to develop the assessment and recommendations under (a) of this section must include convening a diverse stakeholder group with members representing patients with lived experience, patient advocates, the Disability Law Center of Alaska, providers of psychiatric services, the ombudsman, the Alaska Mental Health Board, the Department of Health, the Department of Family and Community Services, and the Alaska Mental Health Trust Authority. A draft assessment and any recommendations must be made available for public comment, and any comments must be given due consideration before the production and transmittal of the final report.
- c) The final report may include information, analysis, and recommendations not specifically enumerated in HB 172 but that are a result of the work and stakeholder engagement conducted during the report generation process.
- d) The report will assess cost and fiscal impacts associated with implementation of identified recommendations.

## **2. CONDUCT MEANINGFUL STAKEHOLDER ENGAGEMENT**

- a) Organize, schedule, facilitate and manage meetings and work sessions with participants including, but not limited to, those identified in HB 172. Organization includes coordinating, staffing and managing pertinent sub-committees and/or advisory committee structures of key informants to meet regularly and inform production of a final report.
- b) Include perspectives of individuals with lived experience in all stages of project.
- c) Incorporate family voices and perspectives (for example, gather perspectives of caregivers on necessary system improvements).
- d) Conduct interviews with key administration staff, public safety officials from each region, patient advocates, patients and family members where appropriate and authorized.
- e) Identify and meet with advocacy and representative boards and commissions.

## **3. DEVELOP FAMILIARITY AND EXPERTISE WITH ALASKA FACILITIES AND SYSTEMS**

- a) Visit each Designated Evaluation and Treatment/Stabilization (DET/DES) facility (including existing and any new ones that may be approved during the contract period) with designated Department representatives.
- b) Gain an understanding of how each DET/DES collects, maintains, and uses data, and how that may impact the considerations listed in HB 172.
- c) Facilitate regional key informant interviews and meetings conducted over the period of 4-5 months that account for seasonal and geographic limitations/considerations. These may be a combination of zoom and in person meetings, to be determined in conjunction with the contract management team. The contractor will travel to at least one community of each Alaskan region to conduct stakeholder engagement and visits to critical facilities. These areas will include:
  - (1) South Central (Anchorage/MatSu)
  - (2) South/East (Juneau/Sitka/Ketchikan)
  - (3) Far North (Kotzebue/Nome/Utqiagvik)
  - (4) Interior (Fairbanks/Tok/Delta Junction)
  - (5) Southwest (Dillingham/Bethel)

## **4. ANALYZE AND MAINTAIN APPROPRIATE INFORMATION**

- a) Assess/understand data collection, reporting and posting for identified institutions.

- b) Research and identify best practices for issues named in HB 172. Present examples of successful practices in other states, including analysis of data, statutes, regulations, clinical information, and other relevant sources.
- c) Identify challenges specific to rural areas and make recommendations that incorporate stakeholder experience.
- d) Identify clinical and medical considerations, including but not limited to the administration of psychotropic medication.
- e) Include both voluntary and involuntary settings in analyses and recommendations.
- f) Include all age ranges, including children, adolescents, and adults, in analyses and recommendations.
- g) Recommendations must incorporate future facility types of crisis residential and crisis stabilization centers, at a minimum.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 16, 2023, for approximately 18 months until completion, approximately June 30, 2024.

The approximate contract schedule is as follows:

Contract start	January 2023
<ul style="list-style-type: none"><li>• Workgroup meetings</li><li>• Legal review/research</li><li>• Key informant interviews/presentations</li><li>• Assessment of inpatient facilities</li></ul>	1/16/23-5/31/23 (5 months)
Drafting report/editing	June 2023
Finalize report for public comment	July 2023
Post for public comment	7/30/23 – 8/20/23
Public comment consideration/editing report	9/1/23 – 9/15/23
Finalize/review Report/approval	9/17-23 – 9/29/23
Report DUE to legislature	10/16/23
Provide testimony and presentations to legislative committees	1/1/24 – 4/30/24

Unless otherwise provided in this RFP, the Trust and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- Work closely with project management team to develop detailed schedule and project plan, to include formulation of advisory/steering groups.
- Participate in telephonic, video and in-person scheduled planning sessions as coordinated between the Trust and contractor either on location at the Trust or in identified communities in Alaska.
- Maintain all project management documentation and project materials, research, and drafts in accessible share drive.
- Prepare drafts and final report.
- Conduct and organize public review and comment periods.
- Final report addresses all required elements outlined in HB172 in addition to other pertinent recommendations identified during this project.
- Provide joint presentations to identified Alaska State legislature committees. Anticipate in-person travel to Juneau Alaska 3-4 times during the legislative session in 2024.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a Firm Fixed Price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The Trust 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. 3.06 PROMPT PAYMENT FOR TRUST PURCHASES**

The Trust is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The Trust shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Trust. Under no conditions will the Trust be liable for the payment of any interest charges associated with the cost of the contract. The Trust 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed is in Alaska.

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

The contractor should include in their price proposal transportation, lodging, and per diem costs sufficient to pay for 1-2 team members to travel:

- 3-4 trips to Juneau during the legislative session in 2024.

- At least 1 trip to each Alaskan region outlined in Section 3.01 Scope of Work item 3 (five communities total).

Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

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

Failure to comply with these requirements may cause the Trust 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, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience.

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 Trust'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 Trust 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. 3.10 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.

### **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. Changes that are not approved by the Trust may be grounds for the Trust to terminate the contract.

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

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

Substantial failure of the contractor to perform the contract may cause the Trust to terminate the contract. In this event, the Trust may require the contractor 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 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 procurement officer has secured any required Trust approvals necessary for the amendment and issued a written contract amendment, approved by the Trust.

### **SEC. 3.14 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 Trust 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 Trust 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 Trust to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

### **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 Trust 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.

### SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Trust 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 Trust's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The Trust discourages overly lengthy and costly proposals, however, in order for the Trust 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 Trust should contact regarding the proposal.

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

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the 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 Trust's project schedule.

#### **SEC. 4.05 EXPERIENCE AND QUALIFICATIONS**

Offerors must describe how they meet the minimum experience requirements outlined in Section 1.04 Prior Experience.

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

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

- title,
- resume,
- location(s) where work will be performed,
- itemize the number of estimated hours for each individual named above.

Offerors must provide 3 reference names and phone numbers for similar projects the offeror's firm has completed.

#### **SEC. 4.06 COST PROPOSAL**

Offerors must complete and submit the provided Cost Proposal 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. The costs identified on the cost proposal are the total amount of costs to be paid by the Trust. No additional charges shall be allowed.

#### **SEC. 4.07 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 (5%)

**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 Trust expects it to provide?
- 4) Has the offeror demonstrated an understanding of the Trust's time schedule and can meet it?

## SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

**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?
- 4) To what degree is the methodology practical and feasible?
- 5) To what extent has the offeror identified potential problems?
- 6)

## SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (25%)

**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 references 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?
- e) Is the organization of the project team clear? How well is accountability and communication completely and clearly defined?

## SEC. 5.04 CONTRACT COST (40%)

Overall, 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 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. 5.05 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 Trust 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 Trust reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the Trust'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 Trust 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 Trust may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via Zoom.

## 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 Trust, after a good faith effort, simply cannot come to terms,

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of 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. 6.10 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. 6.11 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 Trust to disallow the preference.**

## Sec. 6.12 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 Trust to disallow the preference.

## SEC. 6.13 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 Trust to disallow the preference.

## SEC. 6.14 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. 6.15 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. 6.16 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.**

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

**Offeror #3 receives 33.7 points.**

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

(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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services. This form is attached in Section 8 Attachments for 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 Trust 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 Trust 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 Trust. 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 Trust 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 TRUST NOT RESPONSIBLE FOR PREPARATION COSTS**

The Trust 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 Trust and may be returned only at the Trust'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. 7.09 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 Trust'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 Section 7.06 Right of Rejection. However, if the Trust fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Trust'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 Trust'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.
- **Trust's Ability to Make Changes:** The Trust 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

**Attachments:**

- 1) Standard Agreement Form
- 2) Appendix A General Provisions
- 3) Cost Proposal Submittal Form

# STANDARD AGREEMENT FORM

1. Agency Contract Number	2. DOA Tracking Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number		6. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
7. Department of		Division of	
<b>Revenue, Alaska Mental Health Trust Authority</b>		<b>hereafter the State, and</b>	
8. Contractor		<b>hereafter the Contractor</b>	
Mailing Address	Street or P.O. Box	City	State Zip + 4 Telephone
<p>9.</p> <p><b>ARTICLE 1.</b> Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2.</b> Performance of Service</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the Compensation plan for this contract..</p> <p>2.5 Appendix E includes the Request for Proposals, all associated amendments, and the contractor's response.</p> <p><b>ARTICLE 3.</b> Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4.</b> Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of		Division of:	
<b>Revenue</b>		<b>Alaska Mental Health Trust Authority</b>	
Mailing Address		Attention:	
<b>3745 Community Park Loop Ste 200, Anchorage AK 99508</b>		<b>Valette Keller</b>	
<p>11. <b>CONTRACTOR</b></p> <p>Name of Firm</p> <p>Signature of Authorized Representative</p> <p>Date</p> <p>Typed or Printed Name of Authorized Representative</p> <p>Title</p> <p>Employer ID No. (EIN) or SSN</p>		<p>13. 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 this obligation, or that there is a sufficient balance in the appropriation to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, 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.</p> <p>Signature of Head of Contracting Agency or designee:</p> <p>Date</p> <p>Typed or Printed Name</p> <p><b>Katie Baldwin-Johnson</b></p> <p>Title</p> <p><b>Chief Operating Officer</b></p>	
<p>12. <b>CONTRACTING AGENCY</b></p> <p>Department/Division</p> <p>Date</p> <p>Signature of Project Director</p> <p>Typed or Printed Name of Project Director</p> <p>Title</p>			



**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. Inspection 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, physical handicap, 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, physical handicap, 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, physical handicap, 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, physical handicap, 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 the 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. The State is liable only for payment in accordance with the payment provision 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, drawing, 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. 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.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

**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, contingent fee, or brokerage 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.

## Cost Proposal Submittal Form

<b>RFP</b>	<b>23-114M HB172 Report to Legislature</b>
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<b>Instructions</b>	1. Enter the Offeror name in the space provided 2. For each milestone of the contract, enter a Not To Exceed proposed amount in the spaces below. This amount must be inclusive of all direct and indirect costs associated with the performance of the contract.
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<b>Offeror Name</b>	
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<b>Milestone</b>	<b>Est. Completion</b>	<b>Proposed Cost NTE</b>
Research, interviews, meetings, work sessions, and facility assessments completed	May 31, 2023	
Draft report completed	June 30, 2023	
Report finalized for public comment	July 31, 2023	
Public comment process, including consideration and edits, completed	September 15, 2023	
Final report submitted to legislature	October 16, 2023	
Testimony/presentations to legislature completed	April 30, 2024	
<b>TOTAL COST PROPOSAL</b>		\$ -