

# STATE OF ALASKA REQUEST FOR PROPOSALS



## MEDICAID SCHOOL-BASED SERVICES IMPLEMENTATION SUPPORT

RFP 2025-1600-0058

ISSUED JULY 25, 2024

THE DEPARTMENT OF HEALTH IS SEEKING PROPOSALS FROM OFFERORS TO PROVIDE CONSULTING, SUPPORT, AND FACILITATION FOR GRANT ACTIVITIES UNDER AN AWARDED FEDERAL GRANT FOR THE IMPLEMENTATION OF SCHOOL-BASED SERVICES IN THE ALASKA MEDICAID PROGRAM

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ISSUED BY:

DEPARTMENT OF HEALTH  
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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 Department of Health (DOH), Division of Health Care Services, is soliciting proposals for a consultant to support the implementation of a \$2.5 million, three year, Centers for Medicare & Medicaid Services (CMS) grant for the implementation of Medicaid reimbursement for School-Based Services (SBS). Initially, the consultant will engage with DOH and stakeholders to finalize needs assessments and develop a detailed project plan. Over the grant period, the consultant will support DOH in scoping and evaluating the feasibility of changes to billing and claiming methodologies, data management systems, and centralized billing entities, while providing ongoing technical assistance, training, and support to ensure the project's goals are achieved. The consultant will advise DOH on best practices related to SBS implementation activities and provide support for associated activities, including but not limited to drafting potential State Plan Amendments (SPA), state regulations, and internal policies and procedures.

### SEC. 1.02 BUDGET

DOH estimates a budget of no more than \$1,235,704 for completion of this project. In accordance with the grant award, the budget for this contract must not exceed the following amounts for the following budget periods:

- Year 1 (July 1, 2024 – June 30, 2025) Contract Budget: \$360,757
- Year 2 (July 1, 2025 – June 30, 2026) Contract Budget: \$434,092
- Year 3 (July 1, 2026 – June 30, 2027) Contract Budget: \$440,855

Proposals priced above these amounts 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 2:00 pm prevailing Alaska Time on August 22, 2024. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form D – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

### 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 and least ten days before the deadline for receipt of proposals. 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.

## 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 [doh.procurement.proposals@alaska.gov](mailto:doh.procurement.proposals@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 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

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

It is the offeror's responsibility to contact the 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 Online Public Notice website.

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**

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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		July 25, 2024
Deadline to Submit Questions		August 12, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	August 22, 2024
Proposal Evaluations Complete		August 30, 2024
Interviews Start		September 3, 2024
Notice of Intent to Award		September 9, 2024
Contract Issued		September 20, 2024

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, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.12 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. 1.13 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

#### Introduction

The mission of the State of Alaska’s (state) Department of Health (Department or DOH) is to promote the health, well-being, and self-sufficiency of Alaskans. The Department has oversight of health care services, payment, eligibility determinations and payments of public assistance program benefits, and public health. The Divisions of Behavioral Health, Health Care Services, and Senior and Disabilities Services provide regulatory oversight, claims processing, facility licensing, and enforcement of Medicaid and state regulations. The Department actively engages with stakeholders to find opportunities for innovation within Medicaid and to improve health outcomes for all Alaskans.

#### Alaska’s Medicaid Program

Approximately one third of Alaskans rely on Medicaid to access important services. Medicaid is a joint state/federal program that finances health insurance based on income and family size to some individuals and families, including children, parents, people who are pregnant, elderly people with certain incomes, and people with disabilities. Through a state/federal agreement, the federal government pays a percentage of the cost for services provided. Alaska’s Medicaid is a “fee for service” reimbursement model, which pays providers for each specific service provided to a specific recipient. The range of services available depends on provider collaboration to build capacity and coordinate care.

The partnership between Tribal Health Organizations and the state is essential in providing services to beneficiaries. This system is critical in providing access to care to Alaskans. The Department works closely and collaboratively with the Tribal health system. Additionally, the Department engages in formal Tribal consultation on issues impacting the Medicaid program.

#### Alaska Medicaid Coverage for School-Based Services

Alaska’s Medicaid school-based services (SBS) program supports the provision of essential healthcare services to students across the state by reimbursing for specific services provided to Medicaid-enrolled children in the school setting. Despite the program’s importance, only six out of fifty-four Alaska school districts currently participate in billing Medicaid for eligible school-based services. Alaska Medicaid SBS coverage includes speech, occupational, and physical therapy, audiology, nursing services related to medication administration, and limited behavioral health services.

Medicaid coverage for SBS in Alaska is articulated in the [Medicaid State Plan](#), and is also currently constrained by state statute ([AS 47.07.063](#)) which specifically limits Medicaid SBS coverage to services provided to students with a disability as outlined in their Individualized Education Plan (IEP). However, a significant development occurred this year with the introduction of House Bill 343, sponsored by Governor Mike Dunleavy. This bill aimed to improve Medicaid reimbursement for SBS by eliminating the statutory requirement stipulating that services are only eligible for Medicaid reimbursement if the child receiving them has a diagnosed disability and if the services are specified in the child’s IEP.

The provisions of HB 343 were amended into [House Bill 344](#) and on May 15, 2024, House Bill 344 passed the Alaska Legislature and is currently awaiting transmittal to the Governor for signature. Once the bill is enacted into law,

the SBS-related provisions will take effect on July 1, 2025. This law will enable Alaska to allow Medicaid coverage for SBS services for all Medicaid-enrolled children.

### **CMS Grant for the Implementation of SBS**

On June 25, 2024, the Department was awarded a grant from the CMS to support the state in implementation of Medicaid SBS. Through the grant-funded work, DOH intends to focus on building system supports to address and overcome existing barriers in Medicaid reimbursement for SBS both for school districts currently billing Medicaid and those not yet participating. The grant is for \$2.5 million over the three-year grant period:

- Year 1 (July 1, 2024 – June 30, 2025) Total Budget: \$500,000
- Year 2 (July 1, 2025 – June 30, 2026) Total Budget: \$1,000,000
- Year 3 (July 1, 2026 – June 30, 2027) Total Budget: \$1,000,000

During the first half of 2024, the Department conducted a preliminary needs assessment, gathering input from stakeholders and partners to identify program needs and areas for improvement to inform the Department's grant application. Common themes included challenges with managing multiple software systems for student and health records, lack of a centralized Medicaid billing system or coordinated billing protocol among school districts, discrepancies between services provided in schools and Medicaid-eligible service codes, and complex and manual billing processes.

The state's goals for this project include:

- **Evaluating and Improving Billing and Claiming Processes:** Collaborate with Local Education Agencies (LEAs) and other stakeholders to assess the feasibility of modifying current Medicaid SBS billing and claiming processes to reduce administrative burdens and expedite reimbursement.
- **Maximizing Federal Matching Funds:** Support school districts in optimizing federal matching funds for Medicaid SBS services, facilitating staff expansion, and increasing service utilization for children in need.
- **Expanding Participation:** Increase Medicaid SBS billing across all major regions of Alaska, enhancing current service utilization and encouraging additional districts to participate.

Alaska's proposal focuses on using grant funds to implement process and technology solutions and easing administrative and financial burdens for school districts seeking to bill Medicaid for SBS. Proposed grant activities include:

- Providing startup funds for districts to adopt integrated data management systems for student records and Medicaid billing.
- Exploring the feasibility of establishing a centralized billing entity. Evaluating and potentially revising SBS billing structures, with funding to support implementation.
- Enhancing technical assistance for districts navigating SBS billing.
- Reviewing state plan services to align Medicaid-eligible service codes with services offered in schools.

The project will explore improvements to the systems through which school districts and the SMA submit claims and are reimbursed for providing Medicaid-reimbursable services to eligible students to improve implementation of SBS statewide. In the second and third years of the grant, a portion of grant funds will be allocated to Local Education Agencies (LEAs) through subrecipient agreements to enhance their capacity to bill Medicaid for SBS. These contracts will support LEAs in addressing key challenges such as upgrading data management systems, training staff on Medicaid billing requirements, and improving service documentation practices. The selected

consultant will assist in developing and refining the parameters and contractual requirements, establishing an application and evaluation system, and providing oversight and support to LEAs. Overall, this project will require a coordinated approach informed by robust stakeholder engagement that evaluates how to best serve Alaska's schools, considering the state's unique challenges.

Alaska's schools face different barriers than the rest of the country. Only four of the six districts that currently bill for Medicaid services are on the road system. Many of the rest of the 48 school districts are off the road system. All school districts are in regions that are home to American Indian/Alaska Native Tribal beneficiaries. All grant activities, including any proposed program changes must consider Alaska's geographic, regional, and cultural landscape.

The awarded offeror will receive a complete copy of the state's CMS grant application, notice of award, and other relevant materials upon contract award.

Department School-Based Services Website: <https://health.alaska.gov/Commissioner/Pages/SBS/default.aspx>

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The successful offeror will provide comprehensive support to DOH for the implementation of the CMS SBS grant. The selected firm will assist in executing the activities outlined in the grant submission package and in alignment with CMS requirements, focusing on enhancing Medicaid school-based services, improving access to care for students, and ensuring efficient and effective program implementation. The offeror must provide support in the following areas:

1. Project Management and Coordination:
  - a. Develop a detailed project management plan, including timelines, milestones, and deliverables.
  - b. Coordinate with internal DOH staff, school districts, and external stakeholders to ensure alignment and collaboration.
  - c. Monitor project progress, identify potential risks, and implement mitigation strategies to keep the project on track.
  - d. Provide regular updates and progress reports to DOH leadership and stakeholders.
  - e. Establish a system for tracking and documenting all project activities, communications, and outcomes to ensure transparency and accountability.
2. Grant Reporting
  - a. Assist in preparing and submitting quarterly programmatic progress reports and a final report in compliance with CMS requirements.
  - b. Support DOH in maintaining accurate and timely financial records and submitting annual Federal Financial Reports (FFRs).
  - c. Coordinate with DOH to ensure all reporting and compliance requirements are met, and deadlines are adhered to.
3. Stakeholder Input Process
  - a. Develop and implement a stakeholder input process to gather feedback from key stakeholders regarding program development and utilization, and to inform the needs assessments. This process must include the development of a survey or evaluation system to elicit feedback from school districts, LEAs, parents of Medicaid-enrolled children & adolescents, and providers and a timeline to ensure the initial feedback process is completed by December 31, 2024, and continues throughout the grant period.
  - b. Facilitate stakeholder meetings, focus groups, and public forums to ensure broad participation and transparency.
  - c. Document stakeholder feedback and incorporate it into project planning and implementation.
  - d. Develop and maintain a communication strategy to keep stakeholders informed and engaged throughout the project lifecycle.
  - e. Create and distribute stakeholder engagement materials, including agendas, meeting minutes, and presentation materials.
4. Needs Assessment: Identifies what needs to be improved within the SBS program. The needs assessment should identify program needs, areas for improvement and barriers that have prevented the provision of services in schools to Medicaid eligible students or more effective and efficient billing of Medicaid services in a school setting. This assessment should inform the Infrastructure Needs Assessment detailed below.

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- a. Create a detailed plan and timeline for the needs assessment, outlining key activities, milestones, and deadlines.
  - b. Engage key stakeholders to participate in the needs assessment process.
  - c. Design and conduct surveys, interviews, and focus groups to gather both qualitative and quantitative data from stakeholders.
  - d. Collect and analyze existing data from school districts and Medicaid records to establish a baseline understanding of current SBS utilization and service gaps.
  - e. Analyze collected data to identify key trends, gaps, and opportunities for improvement in school-based services.
  - f. Synthesize findings into a comprehensive needs assessment report, highlighting critical areas for intervention and potential strategies for addressing identified gaps.
  - g. Present preliminary findings to stakeholders for feedback and validation.
  - h. Incorporate stakeholder feedback into the final needs assessment report to ensure accuracy and relevance.
  - i. Prepare a detailed final needs assessment report, including data analysis, key findings, and actionable recommendations for improving school-based services.
  - j. Develop an executive summary and presentation materials to communicate the needs assessment findings and recommendations to a broader audience.
  - k. Present the final report to DOH leadership, school district representatives, and other stakeholders.
5. Infrastructure Needs Assessment: Identifies the infrastructure needs, resources and systems changes required to support opportunities for improvement identified through the needs assessment.
- a. Develop a detailed plan and timeline for the infrastructure needs assessment, outlining key activities, milestones, and deadlines.
  - b. Identify specific infrastructure needs, which could include staffing, data systems, or contracted assistance, enabling more effective and efficient provision and/or billing of Medicaid services in schools.
  - c. Ensure compliance with IDEA’s statutory and regulatory requirements regarding State interagency coordination, obtaining parental consent, and Medicaid and CHIP services for non-IDEA services.
  - d. Provide a preliminary infrastructure needs assessment report, including the identification of ways to ensure compliance and descriptions of current practices regarding State, SEA, and LEA staffing specifically working on SBS issues related to billing and documentation.
  - e. Incorporate feedback into the final infrastructure needs assessment report.
  - f. Prepare a detailed final infrastructure needs assessment report, including data analysis, key findings, and actionable recommendations.
  - g. Develop an executive summary and presentation materials to communicate the infrastructure needs assessment findings and recommendations to a broader audience.
  - h. Present the final report to DOH leadership, school district representatives, and other stakeholders.
6. Sustainability Plan
- a. Draft detailed proposals for sustaining initiatives post-grant.
  - b. Structure initial infrastructure investments to qualify for future Federal matching funds under Medicaid.
  - c. Develop a clear framework for reinvesting Federal financial participation back to LEAs.

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- d. Draft comprehensive plans for sustaining and expanding the SBS program for at least five years post-grant.
  - e. Gather input and feedback from stakeholders to ensure sustainability plans meet their needs and priorities.
  - f. Prepare and submit sustainability plans to CMS, providing regular updates to DOH leadership and stakeholders.
  - g. Establish mechanisms for monitoring and evaluating the implementation of sustainability plans, offering ongoing support and technical assistance.
  - h. Collaborate with DOH to integrate successful project components into ongoing state operations and initiatives.
7. LEA Technical Assistance and Capacity Building
    - a. Develop and deliver training materials and resources to school districts on Medicaid billing practices and requirements.
    - b. Provide ongoing technical assistance to school districts to address barriers and improve billing efficiency.
    - c. Create user-friendly administrative documents, such as parental consent forms and notification documents, to streamline processes.
    - d. Assist in the development of standardized protocols for data management and sharing across school districts.
  8. LEA Subrecipient Agreement Management:
    - a. Develop and refine parameters and contractual requirements for LEA subrecipient agreements.
    - b. Establish an application and evaluation system for LEA subrecipient agreements.
    - c. Provide oversight and support to LEAs in utilizing funds to enhance their capacity, such as upgrading data management systems, training staff, and improving service documentation practices.
    - d. Monitor and evaluate the performance and impact of LEA subrecipient agreements, ensuring alignment with project goals and objectives.
    - e. Prepare and submit required documentation and reports related to LEA subrecipient agreements to DOH and CMS.
  9. Evaluation and Continuous Improvement:
    - a. Establish metrics and evaluation methods to assess the effectiveness of implemented strategies and interventions.
    - b. Conduct regular evaluations of the project's progress and impact and provide recommendations for adjustments as needed.
    - c. Facilitate continuous improvement processes by incorporating feedback and lessons learned into ongoing project activities.
    - d. Report on the effectiveness of interventions and provide data-driven insights to inform future program development and policy changes.
  10. Policy Consulting and Direction:
    - a. Use national-level data and trends to advise on best practices, policy, and project direction.
    - b. Consult DOH on potential future State Plan Amendments (SPAs) and other policy or regulatory changes.
    - c. Provide input on alignment of project activities with relevant state and federal initiatives, guidelines, and requirements.

**11. Compliance with CMS Grant Requirements:**

The offeror must provide support to DOH in ensuring full compliance with all CMS grant requirements. This includes, but is not limited to, the following:

- a. Provide a detailed, itemized budget that includes costs allocated to personnel, fringe benefits, travel, equipment, supplies, contractual, other, and indirect costs. The budget should clearly delineate how funds will be used to support project activities and objectives.
- b. Ensure that all personnel working on the project are documented, including roles, responsibilities, and percentage of time allocated to the project. This should be consistent with the budget and project plan.
- c. Align all financial reporting and budget allocations with the designated budget periods as specified in the CMS grant award.

**SEC. 3.02 DELIVERABLES**

Deliverables and due dates listed below may be adjusted with written approval from the Department's project team. Some deliverables may be modified based on the final project plan developed between the state and the contractor or if adjustments are needed due to the results of needs assessments or stakeholder feedback. These deliverables may also change as the project progresses and as new needs and priorities emerge.

**1. Project Administration and Support (Budget Periods 1, 2, 3)**

This includes activities to ensure the successful implementation, coordination, and strategic direction of the project. Specific deliverables include the following. Additional items may be added upon mutual agreement between the contractor and the state as the project evolves.

- a. Project Management Plan:
  - i. Due to DOH: 1-month post-award of contract.
- b. Regular Progress Reports:
  - i. Due to DOH: Monthly, starting 2-months post-award of contract.
- c. Final Project Report:
  - i. Due to DOH: End of the grant period (June 30, 2027).

**2. Policy Consulting (Budget Periods 1, 2, 3)**

This may include, but is not limited to:

- a. Analysis reports and recommendations based on national data and trends to inform best practices, policy, and project direction.
- b. Guidance documents and consultation sessions focused on potential SPAs and other policy or regulatory changes, and systems changes.
- c. Regular input and advisory reports on the alignment of project activities with relevant state and federal initiatives, guidelines, and requirement.
- d. Participation in strategy meetings with DOH and project partners to ensure cohesive policy implementation.
- e. Development of policy briefs.

**3. Stakeholder Engagement (Budget Periods 1, 2, 3)**

- a. Initial Stakeholder Input Plan:
  - i. Due to DOH: 1-month post-award of contract.
- b. Stakeholder Meeting Summaries and Documentation:
  - i. Due to DOH: Monthly, starting 2-months post-award of contract.

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#### 4. Grant Management and Reporting (Budget Periods 1, 2, 3)

This includes comprehensive grant management and reporting support, ensuring coordination with CMS in alignment with the CMS grant award requirements. In addition to supporting the Department in meeting the terms and conditions of the award, the contractor may be directed to assist with the preparation and drafting of required reports. If directed to work on them, initial drafts of the following deliverables must be provided to DOH at least 10 business days before the due dates to ensure ample time for review, finalization, and timely submission to CMS.

- a. Quarterly Programmatic Progress Reports:
  - i. Due to CMS: 30-days after the end of each quarter (e.g., October 30, January 30, April 30, July 30).
- b. Federal Financial Reports (FFRs):
  - i. Annual reports due to CMS: 90-days after the end of the first two budget periods (e.g., September 28, 2025; September 28, 2026).
  - ii. Final report due to CMS: 120-days after the final budget period end date (October 28, 2027).
- c. Stakeholder Input Report:
  - i. Analysis of findings through December 31, 2024 due to CMS by January 30, 2025.
- d. Needs Assessment Report:
  - i. Analysis of findings through December 31, 2024 due to CMS by January 30, 2025.
- e. Infrastructure Needs Assessment Report:
  - i. Analysis of findings through December 31, 2024 due to CMS by January 30, 2025.
- f. Sustainability Plan Reporting:
  - i. Initial analysis of sustainability findings through December 31, 2024 due to CMS by January 30, 2025.
  - ii. Annual updated analysis of sustainability due to CMS by January 30<sup>th</sup> of each year.
- g. Technical Assistance Center Participation Reporting:
  - i. Initial analysis of participation through December 31, 2024 due to CMS by January 30, 2025.
  - ii. Twice annual updated analysis of participation due to CMS by January 30<sup>th</sup> and July 30<sup>th</sup> each year thereafter.
  - iii. Final analysis of participation due to CMS by October 28, 2027.
- h. Rural, Tribal, and Remote Area Updates:
  - i. Analysis of rural, tribal, and remote areas: due to CMS January 30, 2025 then updated annually (due by January 30<sup>th</sup> each year).
- i. Data Plans:
  - i. Analysis of data plans, including current procedures and proposed process improvements for statewide tracking, documenting, and maintaining Medicaid service data, including claims for Medicaid services provided to Medicaid-enrolled students in school settings through the Medicaid program: due to CMS January 30, 2025 then updated annually (due by January 30<sup>th</sup> each year).
- j. Increased Service Utilization Reporting
  - i. Analysis of plans to increase service utilization: due to CMS January 30, 2025 then updated annually (due by January 30<sup>th</sup> each year).

#### 5. Needs Assessment (Budget Period 1)

- 
- a. Workplan and Timeline:
    - i. Due to DOH: 1-month post-award of contract
  - b. Initial Research and Stakeholder Engagement Activities:
    - i. Begin upon approval of workplan.
  - c. Draft Needs Assessment:
    - i. Due to DOH December 9, 2024.
  - d. Final Needs Assessment:
    - i. Due to DOH January 16, 2024.
6. Infrastructure Needs Assessment (Budget Period 1)
- a. Workplan and Timeline:
    - i. Due to DOH: 1-month post-award of contract
  - b. Initial Research and Stakeholder Engagement Activities:
    - i. Begin upon approval of workplan.
  - c. Draft Needs Assessment:
    - i. Due to DOH December 9, 2024.
  - d. Final Needs Assessment:
    - i. Due to DOH January 16, 2024.
7. LEA Technical Assistance and Capacity Building (Budget Periods 2, 3)
- a. Comprehensive training materials on Medicaid billing practices and requirements, to be provided in various formats including written materials, webinars, workshops, and in-person sessions.
    - i. Initial training materials due to DOH: 9 months post-award of contract.
    - ii. Ongoing updates and additional training sessions due to DOH: Quarterly, beginning 1-year post-award of contract.
  - b. Tailored technical assistance to school districts to address barriers and improve billing efficiency.
    - i. Initial set up of assistance framework: March 31, 2025.
    - ii. Continuous support: Ad hoc.
  - c. Clear and user-friendly administrative documents such as parental consent forms and notification documents.
    - i. Due dates to be determined, based on overall project plan evolution and stakeholder input.
  - d. Standardized protocols for data management and sharing across school districts.
    - i. Due dates to be determined, based on overall project plan evolution and stakeholder input.
8. LEA Subrecipient Agreement Management (Budget Periods 2, 3)
- a. Detailed parameters and requirements for LEA subrecipient agreements:
    - i. Due to DOH: 8-months post-award of contract.
  - b. Comprehensive application and evaluation system for LEA subrecipient agreements:
    - i. Due to DOH: 10 months post-award of contract.
  - c. Ongoing oversight and support for LEAs in utilizing funds for capacity enhancements:
    - i. Initial oversight framework due to DOH: 12-months post-award of contract
    - ii. Continuous support and guidance: ad hoc
  - d. Regular monitoring and evaluation reports on the performance and impact of LEA subrecipient agreements:
    - i. Initial monitoring framework due to DOH: 12-months post-award of contract

- ii. Quarterly monitoring reports: End of each quarter thereafter.
- iii. Final evaluation report: June 30, 2027

### **SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award for three years.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

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

This contract is a firm fixe price contract.

### **SEC. 3.05 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. 3.06 CONTRACT PAYMENT**

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

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

### **SEC. 3.07 LOCATION OF WORK**

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

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

The contractor will be required to make up to four trips to Alaska during the project. The timing and specific location of these trips will be determined by the state. The contractor must factor into their cost proposal travel costs including transportation, lodging, per diem, and all other costs associated with their travel.

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

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

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

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

### SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this 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.

Subcontractor experience will be considered in determining whether the offeror meets the requirements set forth in Submittal Form D – Mandatory Requirements. **Offerors must be specific in Submittal Form D as to which subcontractor(s) defined in Submittal Form E – Subcontractors they are citing to meet the specific requirement listed in Submittal Form D.**

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by 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.

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

### SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

### SEC. 3.11 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, and will be at the same hourly rates identified in the proposal. Changes that are not approved by the state may be grounds for the state 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 state 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 to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.13 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 state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health or the Commissioner's designee.

### **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 state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

### SEC. 3.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any third-party 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 state shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

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

### SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. 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 that 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 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	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>8</b>
<b>Submittal Form C – Methodology &amp; Management Plan</b>	<b>8</b>
Submittal Form D – Mandatory Requirements	N/A
Submittal Form E – Subcontractors	N/A
Submittal Form F – Cost Proposal	N/A

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. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### 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 items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

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 of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

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

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide the following in this Submittal Form:

1. A general overview of the organization's experience and expertise related to managing and supporting Medicaid School-Based Services (SBS) programs. Include specific examples of similar projects.
2. Detailed description of your familiarity and experience with the Intergovernmental Transfer (IGT) process used to secure the non-federal share of Medicaid funding for SBS.
3. Detailed description of your experience in developing and executing comprehensive project management plans, including timelines, milestones, and deliverables.
4. Provide examples of your ability to coordinate with internal state staff, school districts, and external stakeholders effectively.
5. Provide a detailed description of your experience in developing and delivering training materials and resources on Medicaid billing practices and requirements. Include examples of providing ongoing technical assistance to address barriers and improve billing efficiency for school districts.
6. Describe your experience in developing and implementing stakeholder engagement processes, including conducting surveys, interviews, and focus groups. Highlight your communication skills and ability to present findings and recommendations clearly to various stakeholders.
7. Provide a detailed description of your familiarity with CMS requirements, state Medicaid regulations, and IDEA compliance. Include examples of advising on potential State Plan Amendments (SPAs) and other policy or regulatory changes.
8. Describe your ability to adjust deliverables and timelines based on project needs, stakeholder feedback, and evolving project plans. Provide examples of your flexibility in managing changes and providing innovative solutions to emerging challenges.
9. Provide a detailed description of your capabilities and experience working with American Indian and Alaska Native (AIAN) Tribal Medicaid programs. Highlight any specific projects or initiatives you have undertaken in this area.

10. Describe your understanding of the Alaska Medicaid program and its unique requirements and challenges.

Offerors must provide resumes for the critical team members listed on Submittal Form A (up to 5 resumes), even though other personnel may be assigned to work on this project. Resumes may not exceed two pages but are excluded from the page limit for this section described in Section 4.02.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.05 METHODOLOGY AND MANAGEMENT PLAN (SUBMITTAL FORM C)**

Offerors must provide the following in this Submittal Form:

1. Provide a detailed description of the methodology that will be used to approach the project.
2. Provide a proposed timeline outlining key activities, milestones, and deliverables.
3. Explain how you will engage with and incorporate partner and stakeholder engagement and feedback into the project management plan.
4. Describe how you will be accountable to the State, including mechanisms for regular communication and reporting.
5. Detail how the critical team members named in Submittal Form A and the overall project team will be organized. Include their titles, the location(s) where work will be performed, and clearly illustrate roles and responsibilities, lines of authority, and communication.
6. Outline which components of the contract each team member will be responsible for.
7. Describe how the offeror envisions collaboration with the state on this project.
8. Identify any potential issues, risks, or problems you foresee with this project and how they will be addressed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.06 MANDATORY REQUIREMENTS (SUBMITTAL FORM D)**

Offerors must complete and submit this Submittal Form.

#### **SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM E)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### **SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)**

Offerors must complete and submit this Submittal Form. In addition to the travel costs identified in Section 3.07, 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 state. No additional charges shall be allowed.

## 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. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) 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.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.06 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement office may prioritize the proposals and the state may conduct interviews with the top-rated offerors.
- 9) The PEC will evaluate and score the interviews and the procurement officer will incorporate these scores into the final prioritization.
- 10) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications (Submittal Form B)	200
Methodology and Management Plan (Submittal Form C)	200
Interviews	300
Total	700

Cost Criteria	Weight
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Cost Proposal	(Submittal Form F)	200
	Total	200

Preference Criteria	Weight	
Alaska Offeror Preference (if applicable)	100	
	Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section may 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:

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

**Example (Maximum Points Available for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<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

**Offeror 1** was awarded 75 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (20) x 2.5 = Points Awarded (50)

**Offeror 3** was awarded 100 points:

Maximum Points Available (100)  


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 = 2.5  
 Maximum Combined PEC Score Possible (40)

Combined PEC Score (40) x 2.5 = Points Awarded (100)

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP section 4.04 and the level of experience it demonstrates.

## SEC. 5.05 METHODOLOGY AND MANAGEMENT PLAN

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP section 4.05 and whether the methodology and management plan will meet the state’s needs.

## SEC. 5.06 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. 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 per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

*[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (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.**

$\$40,000$  lowest cost  $\times$  400 maximum points for cost = 16,000,000  $\div$   $\$42,750$  cost of Offeror #2's proposal = **374.3**

**Offeror #3 receives 336.8 points.**

$\$40,000$  lowest cost  $\times$  400 maximum points for cost = 16,000,000  $\div$   $\$47,500$  cost of Offeror #3's proposal = **336.8**

## SEC. 5.07 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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.**

**Note that preferences are reserved for an actual offeror submitting a proposal; subcontractors cannot be used to qualify for preferences.**

## SEC. 5.08 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 5.09 ALASKA VETERAN PREFERENCE**

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

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

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 5.10 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 Offeror preference = 100 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 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 Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' 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 top scoring offeror.

**SEC. 5.11 INTERVIEWS OF CRITICAL TEAM MEMBERS**

The state may conduct an individual interview with the primary project manager and a group interview with the critical team members identified in Submittal Form A of the offeror's proposal (the state reserves the right to request additional personnel). All these personnel must attend the interview, and no other individuals from the offeror's organization will be allowed to sit in or participate during the interview sessions. If any of these personnel fail to attend the interview the offeror may be given a "1" score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 60 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. 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 using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

**SEC. 5.12 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 list the names of all offerors and identify the offeror selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 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.

### 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** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services (Standard Agreement Form – Appendix A). This form is attached with the RFP for your review. The contractor must comply with the Appendix A 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. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA)**

DOH has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

#### **SEC. 6.05 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. 6.06 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.07 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. 6.08 HUMAN TRAFFICKING**

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

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

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

## SEC. 6.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

## SEC. 6.10 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. 6.11 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. 6.12 ASSIGNMENT

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

### **SEC. 6.13 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. 6.14 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. 6.15 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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. 6.16 SOLICITATION ADVERTISING**

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

### **SEC. 6.17 SITE INSPECTION**

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

### **SEC. 6.18 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. 6.19 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the

procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## SEC. 6.20 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 selected offeror:

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

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

## SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.22 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 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Submittal Forms A – E
- 2) Cost Proposal – Submittal Form F
- 3) Standard Agreement Form - Appendix A
- 4) DOH HIPAA BAA