

STATE OF ALASKA REQUEST FOR PROPOSALS



MEDICAID RATE MAINTENANCE SUPPORT & CONSULTATION SERVICES RFP 2024-1600-0365

ISSUED JULY 12, 2024

THE DEPARTMENT OF HEALTH, DIVISION OF FINANCE AND MANAGEMENT SERVICES/DEPARTMENTAL SUPPORT SERVICES, OFFICE OF RATE REVIEW (ORR) IS SOLICITING PROPOSALS TO SUPPORT AND PROVIDE ADDITIONAL CAPACITY TO ORR RELATED MEDICATED RATE SETTING SERVICES AND THE CERTIFICATE OF NEED PROGRAM.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF FINANCE AND MANAGEMENT SERVICES

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 MANDATORY REQUIREMENTS	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY	5
SEC. 1.09 AMENDMENTS TO PROPOSALS	5
SEC. 1.10 AMENDMENTS TO THE RFP	5
SEC. 1.11 RFP SCHEDULE	6
SEC. 1.12 ALTERNATE PROPOSALS	6
SEC. 1.13 NEWS RELEASES	6
SECTION 2. BACKGROUND INFORMATION	7
SEC. 2.01 BACKGROUND INFORMATION	7
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01 SCOPE OF WORK	10
SEC. 3.02 DELIVERABLES	12
SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE	12
SEC. 3.04 CONTRACT TYPE	12
SEC. 3.05 PAYMENT PROCEDURES	12
SEC. 3.06 CONTRACT PAYMENT	13
SEC. 3.07 LOCATION OF WORK	13
SEC. 3.08 SUBCONTRACTORS	13
SEC. 3.09 JOINT VENTURES	14
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS	14
SEC. 3.11 CONTRACT PERSONNEL	14
SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	14
SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	14
SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 3.15 INDEMNIFICATION	15
SEC. 3.16 INSURANCE REQUIREMENTS	16
SEC. 3.17 TERMINATION FOR DEFAULT	16
SECTION 4. PROPOSAL FORMAT AND CONTENT	17
SEC. 4.01 RFP SUBMITTAL FORMS	17
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS	17
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	17
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	18
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	19
SEC. 4.06 METHODOLOGY AND MANAGEMENT PLAN (SUBMITTAL FORM D)	19
SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)	19
SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)	19
SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)	19
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	20
SEC. 5.01 SUMMARY OF EVALUATION PROCESS	20

SEC. 5.02	EVALUATION CRITERIA.....	20
SEC. 5.03	SCORING METHOD AND CALCULATION	21
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS	22
SEC. 5.05	UNDERSTANDING OF THE PROJECT.....	22
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT	22
SEC. 5.07	CONTRACT COST (COST PROPOSAL).....	22
SEC. 5.08	APPLICATION OF PREFERENCES	23
SEC. 5.09	ALASKA BIDDER PREFERENCE	23
SEC. 5.10	ALASKA VETERAN PREFERENCE	24
SEC. 5.11	ALASKA OFFEROR PREFERENCE	24
SEC. 5.12	OFFEROR NOTIFICATION OF SELECTION	25
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION	26
SEC. 6.01	INFORMAL DEBRIEFING.....	26
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	26
SEC. 6.03	STANDARD CONTRACT PROVISIONS	26
SEC. 6.04	BUSINESS ASSOCIATE AGREEMENT (BAA)	27
SEC. 6.05	QUALIFIED OFFERORS.....	27
SEC. 6.06	PROPOSAL AS PART OF THE CONTRACT	27
SEC. 6.07	ADDITIONAL TERMS AND CONDITIONS.....	27
SEC. 6.08	HUMAN TRAFFICKING.....	27
SEC. 6.09	RIGHT OF REJECTION.....	28
SEC. 6.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	28
SEC. 6.11	DISCLOSURE OF PROPOSAL CONTENTS.....	28
SEC. 6.12	ASSIGNMENT	28
SEC. 6.13	DISPUTES.....	29
SEC. 6.14	SEVERABILITY	29
SEC. 6.15	SUPPLEMENTAL TERMS AND CONDITIONS.....	29
SEC. 6.16	SOLICITATION ADVERTISING	29
SEC. 6.17	SITE INSPECTION	29
SEC. 6.18	CLARIFICATION OF OFFERS	29
SEC. 6.19	DISCUSSIONS WITH OFFERORS.....	29
SEC. 6.20	CONTRACT NEGOTIATION	30
SEC. 6.21	FEDERALLY IMPOSED TARIFFS	30
SEC. 6.22	PROTEST	31
SECTION 7.	ATTACHMENTS.....	33
SEC. 7.01	ATTACHMENTS	33

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

The Department of Health, Division of Finance & Management Services/Departmental Support Services, Office of Rate Review (ORR), is soliciting proposals from qualified offerors to support and provide additional capacity to ORR related to Medicaid rate setting services and the Certificate of Need (CON) Program to ensure access to healthcare, support the department's programs, and ensure responsive health facility and services development. The successful offeror will support the routine activities of ORR by assisting with reviews, rate determinations, rate setting and associated activities for payments to health providers in compliance with applicable federal and state statutes and regulations while adhering to Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

This project is intended to enhance the efficiency and effectiveness of ORR in conducting prompt reviews, rate determination, rate setting, and associated activities for Medicaid payments to health providers.

The outcomes of the project are expected to include increased support for ORR, leading to more accurate and timely reviews, rate determinations, and rate settings. The project will also enhance the ORR's capacity to handle its day-to-day workload, allowing staff to focus on a multi-year study of rate-setting methodologies. This increased efficiency and effectiveness are anticipated to result in better access to healthcare for Alaskans, improved support for department programs, and enhanced development of health facilities and services. Overall, the project aims to strengthen the ORR's ability to fulfill its mission and vision while maintaining compliance with relevant regulations and standards.

SEC. 1.02 BUDGET

ORR estimates a maximum budget of \$5,250,00.00 dollars for the entire life of the contract. Proposals priced at more than \$5,250,000.00 will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation or federal funding.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on September 5, 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 E – 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 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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		07.12.2024
Deadline to Submit Questions		08.26.2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m. AK Time	09.05.2024
Proposal Evaluations Complete Approximately by		09.13.2024
Notice of Intent to Award Approximately by		09.16.2024
Contract Issued Approximately by		09.27.2024
Tentative Contract Start Date		10.01.2024

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

Approximately one third of Alaskans rely on Medicaid for crucial healthcare services. Medicaid, a joint state and federal program, provides health insurance based on income and family size to various groups, including children, parents, pregnant individuals, elderly people with certain incomes, and those with disabilities. Under this program, the federal government pays a percentage of the cost for services provided. Alaska's Medicaid operates on a "fee for service" reimbursement model, compensating providers for each specific service rendered to an eligible recipient. The range of services accessible is contingent upon provider collaboration to enhance capacity and coordinate care effectively.

In addition to administering the Medicaid program, the State of Alaska, Department of Health (DOH) oversees six Medicaid waiver programs, which offer flexibility to improve and redesign Medicaid services and programs by waiving typical Medicaid requirements. The Division of Behavioral Health (DBH) manages the 1115 Substance Use Disorder and Behavioral Health Services waiver, an extensive project aimed at expanding services to address substance use disorder and behavioral health needs, with a focus on preventive and early intervention. The Division of Senior and Disabilities Services (SDS) administers five Section 1915(c) waivers, providing home and community-based services as an alternative to institutional care. These waivers serve various populations, including individuals with intellectual and developmental disabilities, seniors, adults with physical disabilities, and children with complex medical conditions, offering them essential care and support. 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 DOH works closely and collaboratively with the Tribal health system including:

- Maximizing enhanced federal funding for American Indian and Alaska Native peoples through the Tribal reclaiming process.
- Collaborating with the Tribes on various initiatives and DOH programs.

Along with close collaboration, the DOH engages in formal Tribal consultation on issues impacting the Medicaid program.

The Division of Finance and Management Services (FMS)/Departmental Support Services (DSS), [Office of Rate Review \(ORR\)](#), is dedicated to providing quality Medicaid rate setting services to ensure access to healthcare, support department programs, and promote responsive health facility and services development. ORR provides quality Medicaid rate setting services to support the following divisions housed within DOH:

- [Division of Behavioral Health](#)
- [Division of Health Care Services](#)
- [Division of Public Assistance](#)
- [Division of Public Health](#)
- [Division of Senior and Disabilities Services](#)

ORR establishes and maintains rates for the following provider types, facilities, or services:

- Hospitals (General and long-term acute care, psychiatric, critical access hospitals, and Tribal hospitals under the prospective payment system rate)

- Residential Psychiatric Treatment Centers/Psychiatric Residential Treatment Facilities
- Skilled Nursing/Long-Term Care Facilities
- Intermediate Care Facilities (currently only includes out-of-state facilities)
- Home and Community Based Agencies
- Residential Supported Living/Assisted Living
- Federally Qualified Health Centers
- Behavioral Health Aide-Practitioners (Tribal)
- Community Health Aide-Practitioners (Tribal)
- Rural Health Clinics (none currently licensed in AK)
- Targeted Case Management (Infant Learning)
- Targeted Case Management (Tribal)
- Care Coordination Agencies
- Ambulatory Surgical Centers
- Care Coordinators
- Personal Care Assistants
- Personal Care Agencies
- Personal Care Nurses
- Free Standing Birthing Centers
- End Stage Renal Disease Facilities
- Board Certified Behavior Analysts
- Board Certified Asst. Behavior Analysts
- Autism Technicians
- Peer Support Specialists
- Substance Use Disorder Counselors
- Behavioral Health Clinic Associates
- Mental Health Clinicians
- Ad hoc requests from the DOH divisions or DOH Leadership

Alaska Medicaid State Plan Amendments can be found here:

<https://health.alaska.gov/Commissioner/Pages/MedicaidStatePlan/default.aspx>

Relevant statutes and regulations can be found here:

<https://health.alaska.gov/Commissioner/Pages/RateReview/Resources.aspx>

In addition to providing quality Medicaid rate setting services, ORR administers the Certificate of Need (CON) and Supplemental Emergency Medical Transportation (SEMT) programs.

- The CON program is a review process used to promote responsive health facility and service development, rational health planning, health care quality, access to health care, and health care cost containment.
- The SEMT program is a voluntary program that allows eligible, publicly owned and operated Medicaid providers to voluntarily submit annual reports to be reimbursed with Medicaid supplemental payments.

The ORR Team consists of 15 permanent full time staff members including one Accounting Technician, nine Audit and Review Analysts 1 and 2, two Audit and Review Analyst 3 (Audit Supervisors), two Medicaid Program Specialist 4, and one Executive Director.

In March 2024, ORR issued a separate RFP to hire a contractor to conduct a comprehensive evaluation over a three-to-five-year period of Alaska’s Medicaid payment methodologies. This evaluation is slated to begin in July 2024, subject to the outcome of the solicitation process. ORR will need to dedicate staff time to the rate methodology evaluation project, while also concurrently managing the regular workload, which will continue uninterrupted during the rate review project.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Health, Division of Finance & Management Services/Departmental Support Services, Office of Rate Review (ORR), is soliciting proposals from qualified offerors to support and provide additional capacity to ORR related to Medicaid rate setting services and the Certificate of Need (CON) Program to ensure access to healthcare, support the department's programs, and ensure responsive health facility and services development. The successful offeror will support the routine activities of ORR by assisting with reviews, rate determinations, rate setting and associated activities for payments to health providers in compliance with applicable federal and state statutes and regulations while adhering to Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

The selected contractor for this RFP will be required to deliver ongoing and on-demand services as outlined below. These services are intended to bolster the ORR's capacity to complete and maintain day-to-day work, increase efficiency and effectiveness through innovation, and allocate adequate ORR staff resources to the rate methodology evaluation project. The offeror is expected to maintain the staff required to complete the scope of work.

Recurring Services

In collaboration and coordination with, and at the direction of the ORR Leadership Team, the contractor will provide the following recurring services to support the ORR Team:

Reviews:

- a) Conduct formal compliance and program reviews to assess financial operations, accuracy of financial reports, and compliance with laws and regulations.
- b) Perform review duties for businesses subject to state regulation or program reviews, assessing economy, efficiency, and effectiveness.
- c) Maintain work papers and files, prepare detailed review plans, and present findings and recommendations.
- d) Research new developments related to reviewed entities for potential review areas.

Rate Determination:

- a) Analyze cost reports and rates, answer questions about reviews and rate determination systems, and assess the financial impact of operational changes and regulatory updates.
- b) Conduct independent studies on allowable costs, cost allocation, projected services, and utilization trends, providing written and oral reports for various stakeholders.

Rate Setting:

- a) Perform specialized technical calculations related to provider or facility cost reporting and rate setting systems.
- b) Review and analyze complex healthcare provider or facility information to compute appropriate Medicaid payments, costs, and rates.

- c) Utilize and maintain complex methodologies to determine Medicaid payment rates while adhering to accounting standards.
- d) Prepare Facility Specific Limits (FSLs) and perform Upper Payment Limit (UPL) calculations.

Associated Activities:

- a) Learn and apply federal and state statutes, regulations, policies, contracts, and agreements.
- b) Assist in or prepare correspondence, reports, and review programs.
- c) Serve as project leader and provide training to lower-level analysts.
- d) Obtain, analyze, and appraise data for forming objective opinions.
- e) Contact and interview organization or agency representatives.
- f) Determine compliance of procedures with state and federal laws.
- g) Maintain expertise on rules and regulations, updating staff and manuals.
- h) Research, write, and give oral testimony in rate cases.
- i) Develop and participate in the agency response to facility appeal issues.
- j) Monitor and assist with recovery and collection processes.
- k) Evaluate proposed legislation and regulation for program and fiscal implications.
- l) Maintain correspondence with providers and facilities.
- m) Work with Federal representatives to explain cost reporting and rate setting actions.
- n) Serve as a consultant regarding financial, statistical, and cost reporting.
- o) Recommend changes in procedures and instructions.
- p) Assist with provider review, rate, and governmental cost limit appeals, and represent the agency in appeal hearings.

As-Needed Services

The contractor will provide the following services on an as-needed or as-requested basis to support ORR:

- a) Planning, facilitating, and documenting internal and external meetings, including strategic planning and stakeholder engagement information gathering sessions.
- b) Researching and providing recommendations related to technology, software, and reporting.
- c) Conducting data mining and analytics to identify trends.
- d) Developing tools such as decision matrices, Frequently Asked Questions (FAQs), and work plans.
- e) Creating a comprehensive ORR policies and procedures rate setting manual.
- f) Developing training materials for staff and providers as needed.
- g) Managing communication, web design, and content maintenance.

- h) Evaluating and preparing for CMS overhaul of access to care rules, including new requirements for Medicaid provider payments and service access (AMRP).
- i) Offering change management support and process management.
- j) Tracking and implementing action steps to monitor programs at the state and federal level, including new proposed rules impacting rate setting.
- k) Evaluating proposed legislation and regulations (federal and state) for program or fiscal implications and recommending action.
- l) Responding to provider appeals or litigation related to review determinations and Medicaid rate calculations.

SEC. 3.02 DELIVERABLES

The contractor will be required to deliver the recurring and as-needed service and work products detailed in Section 3.01 Scope of Work. Project specific deliverables will be identified under the guidance of the project director.

The contractor agrees to respond to all inquiries and requests for information from the State within 2 business days of receipt even if it is to request more time to complete the research necessary to provide an adequate response.

The contractor shall ensure that all rates subject to regulatory rebasing timelines are reviewed, adjusted, and submitted for approval in accordance with the timelines specified in state regulations. The contractor shall provide regular updates to the State on the progress of rate rebasing activities and shall promptly address any issues or delays that may arise.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, for an initial three-year term with three, one-year renewals to be exercised at the sole discretion of the state.

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 Fixed 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 at the contractor's workspace. The state will not provide workspace for the contractor.

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 4.08 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 shall not be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form E as to which subcontractor(s) defined in Submittal Form F – Subcontractors they are citing to meet the specific requirement listed in Submittal Form E.**

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 goods 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. 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).

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

Claims information.

State of Alaska work product that is in draft status.

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 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.

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.

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		N/A
Submittal Form B – Experience and Qualifications	YES	4
Submittal Form C – Understanding of the Project	YES	2
Submittal Form D – Methodology Used for the Project	YES	4
Submittal Form E – Mandatory Requirements		N/A
Submittal Form F – Subcontractors		N/A
Submittal Form G – 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 in detail the following:

- 1) A general overview of the organization's experience and expertise related to conducting reviews and to implementing and updating rate methodologies for state Medicaid agencies. Must include specific examples of similar projects.
- 2) Detailed description of their experience conducting formal compliance and program reviews.
- 3) Detailed description of their ability to assess financial operations, accuracy of financial reports, and compliance with laws and regulations.
- 4) Detailed description of their skill in preparing detailed review plans and presenting findings and recommendations.
- 5) Detailed description of their ability to analyze cost reports and rates.
- 6) Detailed description of their capability to conduct independent studies on allowable costs, cost allocation, projected services, and utilization trends.
- 7) Detailed description of their proficiency in performing calculations related to provider or facility cost reporting and rate setting systems.
- 8) Detailed description of their skill in reviewing and analyzing complex healthcare provider or facility information to calculate appropriate Medicaid payments, costs, and rates.
- 9) Detailed description of their knowledge of complex methodologies to determine Medicaid payment rates while adhering to accounting standards.
- 10) Detailed description of their experience in preparing Facility Specific Limits (FSLs) and performing Upper Payment Limit (UPL) calculations.
- 11) Detailed description of their capabilities and experience working with American Indian and Alaska Native (AIAN) Tribal Medicaid.
- 12) Detailed description of their understanding of the Alaska Medicaid program.
- 13) 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.

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 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide detail that demonstrates their understanding of the requirements of the project and how to meet the state’s needs.

- 1) Understanding of the state’s goals and objectives.
- 2) Understanding of the purpose and scope of the contract.
- 3) Understanding of the background and context for the work, including relevant Alaska Medicaid policies and regulations.
- 4) Understanding of the work product required by this contract.
- 5) Understanding of Alaska's geographical challenges, diverse populations, and substantial Tribal Health Organizations, and how these factors impact Medicaid services and rates.

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 METHODOLOGY AND MANAGEMENT PLAN (SUBMITTAL FORM D)

Offerors must provide detail that demonstrates the methodology they will employ and how the methodology will serve to accomplish the work and meet the state’s needs.

- 1) Comprehensive overview of the methodology that will be used to approach the project.
- 2) Detailed information about the management plan they intend to follow that illustrates how the plan will meet the state’s needs. This should include:
 - a. How the offeror will be accountable to the state.
 - b. How the critical team members named in Submittal Form A and the overall project team will be organized, including their titles and the location(s) where work will be performed, clearly illustrating roles and responsibilities, lines of authority and communication, and outline which component of the work each team member will be responsible for.
 - c. How the offeror envisions collaboration with the state on this project.
- 3) 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. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

Offerors must complete and submit this Submittal Form.

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

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

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. 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 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) 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 E)	

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	180
Understanding of the Project	(Submittal Form C)	140
Methodology Used for the Project	(Submittal Form D)	180
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
	Total	400

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 5.06 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
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	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:

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

$$\text{Combined PEC Score (20)} \times 2.5 = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

Maximum Points Available (100)

_____ = 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 and qualifications the response demonstrates.

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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 how well the response demonstrates the offeror’s understanding of the project.

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in RFP Section 4.06 and whether the proposed methodology will meet the state’s needs.

SEC. 5.07 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% 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.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.08 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)
- Alaska Military Skills Program Preference – AS 36.30.321 (l)

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

SEC. 5.09 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. 5.10 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. 5.11 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska 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)
Offeror #3	900 points (800 points + 100 points)

Offeror #3 is the top scoring offeror.

SEC. 5.13 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 Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, 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)

The State 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 contracting officer does so, and if the contracting 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 contracting 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 6.09 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 – F
- 2) Cost Proposal – Submittal Form G
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA