

STATE OF ALASKA REQUEST FOR PROPOSALS



MEDICAID & HEALTH CONSULTING, FINANCIAL & ACTUARIAL SERVICES, & PROJECT MANAGEMENT RFP 2025-1600-0123

ISSUED DECEMBER 4, 2024

THE ALASKA DEPARTMENT OF HEALTH IS SEEKING PROPOSALS FROM OFFERORS TO PROVIDE COMPREHENSIVE SERVICES IN FINANCIAL ANALYSIS, ACTUARIAL SERVICES, MEDICAID AND HEALTH PROGRAM POLICY CONSULTING, MEDICAID WAIVER DEVELOPMENT, PROJECT MANAGEMENT, AND STAKEHOLDER ENGAGEMENT.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF FINANCE & 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.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH) is soliciting proposals from qualified firms to provide comprehensive services including financial analysis, actuarial services, Medicaid and health program policy consulting, Medicaid waiver development, project management, and stakeholder engagement. These services will support a range of projects aimed at enhancing the Alaska Medicaid program, advancing health care innovation, and addressing other DOH initiatives. The selected firm will assist DOH in managing and completing projects that enhance access to care, improve health outcomes, and increase the efficiency and effectiveness of DOH's programs.

SEC. 1.02 CONTRACT FUNDING

Payment for the initial contract term, as well as for the first two optional renewal terms, is subject to funds that have already been appropriated and identified.

The exercise of any optional renewal terms is at the sole discretion of the state and is contingent upon continued legislative appropriation or federal funding.

There is no minimum or maximum amount of work guaranteed under this contract; the volume of work will be determined by DOH based on its needs and available funding.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on January 27, 2025. 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		December 4, 2024
Pre-Proposal Conference	9:00 a.m.	December 11, 2024
Deadline to Submit Questions		January 11, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	January 27, 2025

Proposal Evaluations Start		February 3, 2025
Interviews Complete		February 21, 2025
Notice of Intent to Award		February 25, 2025
Contract Issued for Review and Signature		March 10, 2025
Contract Start Date		March 13, 2025

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 PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference via Microsoft Teams Meeting will be held at 9:00 a.m., Alaska Time, on the 11th day of December 2024. The purpose of this teleconference will be to read through portions of this Request for Proposal (RFP), discuss the work to be performed with prospective offerors. Any questions that potential offerors have must be sent to the procurement officer in writing. Questions will not be answered during the pre-proposal conference. A question-and-answer amendment will be issued as soon as possible after the teleconference.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 246 652 868 202

Passcode: biyGmw

Dial in by phone

[+1 907-202-7104,,837782022#](#) United States, Anchorage

[Find a local number](#)

Phone conference ID: 837 782 022#

Join on a video conferencing device

Tenant key: [260748889@t.plcm.vc](#)

Video ID: 119 190 374 0

Offerors with a disability needing accommodations should contact the procurement officer prior to the date set for the pre-proposal teleconference so that reasonable accommodation can be made.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Introduction

The mission of the Alaska Department of Health (DOH) is to promote the health, well-being, and self-sufficiency of Alaskans. 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 Division of Public Assistance oversees eligibility determinations and payments of public assistance program benefits. The Division of Public Health promotes the health of Alaskans by providing programs that address health risk factors, improve public health data, and support an efficient public health system. DOH actively engages with stakeholders to find opportunities for innovation within Medicaid and the health care landscape across the state to improve health outcomes for all Alaskans.

Alaska's Medicaid Program

In Alaska, the Medicaid program provides health coverage to one in three Alaskans and pays over \$2.6 billion annually for more than 8.5 million claims. Alaska's Medicaid program operates under a fee-for-service reimbursement model, which pays providers for each specific service provided to a specific recipient. DOH administers Alaska's Medicaid program and six Medicaid waiver programs.

- Alaska Medicaid [State Plan](#)
- The Division of Health Care Services (HCS) ensures the efficient operation of Alaska's Medicaid program, serving beneficiaries and supporting over 30,000 enrolled providers. HCS oversees 25-30 Medicaid service contracts, including the Medicaid Management Information System (MMIS) and the Medicaid fiscal agent, which together process over \$55 million in Medicaid claims weekly. The division achieves significant savings through recovery and reclamation initiatives, manages clinical coverage and pharmacy services, and drives compliance through quality assurance efforts. HCS also oversees medical service policies, handles provider and member concerns, manages contracts and budgets, handles facility licensing, processes background checks, and supports federal reporting to ensure the program operates effectively while optimizing resources and reducing state costs.
- The Division of Behavioral Health (DBH) manages the state's [Behavioral Health Reform \(BHR\)](#) section 1115 Medicaid demonstration waiver, which is intended to expand the array of services available to address substance use disorder and behavioral health needs, with a particular focus on prevention and early intervention. This demonstration was approved for the original period of January 1, 2019, through December 31, 2023 (under the original title: Alaska Substance Use Disorder Treatment and Behavioral Health Program). On March 26, 2024, Alaska received approval from the Centers for Medicare & Medicaid Services (CMS) to change the title and extend the BHR 1115 demonstration through December 31, 2028.
- The Division of Senior and Disabilities Services (SDS) administers five Section 1915(c) waivers. The services provided in these waivers complement Medicaid state plan services:
 - Individuals with Intellectual and Developmental Disabilities (IDD) waiver serves about 2,100 children and adults who meet the criteria for level of care at an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID).
 - Alaskans Living Independently (ALI) waiver serves about 2,300 seniors and adults with physical disabilities who meet the criteria for level of care at a nursing facility.

- Adults with Physical and Developmental Disabilities (APDD) waiver serves about 150 adults who have both intellectual and physical disabilities who meet the criteria for nursing facility level of care.
- Children with Complex Medical Conditions (CCMC) waiver serves about 250 children with severe, chronic physical conditions who would receive long-term care in a facility for more than 30 days per year and who have prolonged dependency on medical care or technology to maintain well-being.
- Individualized Supports Waiver (ISW) is Alaska’s newest 1915(c) waiver, introduced in 2018. In July 2023 this waiver was renewed for its second five-year cycle. The waiver serves 600 recipients, ages 3 and up, who meet the criteria for level of care at an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID) and is the only waiver with a cost limit.
- The Division of Public Assistance (DPA) determines eligibility for the Alaska Medicaid program. DPA evaluates applications, verifies eligibility criteria, and ensures timely enrollment of individuals.

Medicaid and the Alaska Tribal Health System

DOH works closely and collaboratively with the Alaska Tribal Health System. This partnership is essential to ensuring access to comprehensive health care services for Medicaid beneficiaries across the state and for sustaining the overall viability and effectiveness of the Medicaid program in Alaska.

Given Alaska’s vast and challenging geography, the Alaska Tribal Health System plays a vital role in reaching individuals in some of the most isolated communities. In rural and remote areas, where health care infrastructure is sparse, the Alaska Tribal Health System provides critical services that would otherwise be inaccessible. Equally important is the role the Alaska Tribal Health System plays in the state’s urban areas, where many Tribal beneficiaries reside and seek care. In these urban centers, Tribal health facilities serve as key providers of culturally responsive care and ensure continuity for those who transition between rural and urban settings.

In accordance with federal requirements, DOH engages in formal Tribal consultation on issues impacting the Medicaid program. This consultation process is essential for ensuring that the voices and concerns of the Tribal communities are heard and addressed in the formulation and implementation of Medicaid policies and programs. Through this ongoing partnership, DOH and the Alaska Tribal Health System work to improve health outcomes, increase access to care, and enhance the Medicaid program.

Medicaid Opportunities

Health-Related Needs

In the last two years, CMS has encouraged state Medicaid programs to address health-related needs (HRN) of beneficiaries through a variety of policy mechanisms. DOH is eager to take advantage of the section 1115 demonstration opportunity to offer a broader range of services and supports to address HRN.

DOH is committed to enhancing the Medicaid program to meet the needs of Alaskans, improve health outcomes, and reduce health care costs. Legislation passed in 2024 authorizes DOH to apply for a section 1115 Medicaid demonstration waiver focused on addressing the unmet health-related needs of Medicaid beneficiaries, which may include nutrition and food security, workforce development, transportation, temporary housing, or case management. The legislative authority to conduct analysis and develop an HRN-focused 1115 demonstration application builds upon the extensive stakeholder and partner engagement and listening sessions that DOH conducted in 2023.

DOH intends to submit an application to CMS to cover HRN services, either through an amendment to the state's existing BHR 1115 demonstration or through development of a new application.

Reentry

CMS has also introduced a streamlined section 1115 Medicaid demonstration opportunity for states to improve care for incarcerated individuals immediately prior to their release, allowing state Medicaid programs to cover services for substance use disorders and chronic health conditions up to 90 days before release. Reentry demonstrations are also intended to accomplish several other essential goals, including improving coordination and communication between correctional systems, Medicaid systems, managed care plans, and community-based providers, as well as increasing investments in health care and related services.

DOH is interested in evaluating the viability of an 1115 reentry demonstration for the Alaska Medicaid program, either through amendments to the state's current BHR 1115 demonstration, or through development of a new, separate application.

Two additional departments within the State would be impacted by an 1115 reentry demonstration. The Department of Corrections (DOC) operates a unified correctional system responsible for over 10,000 individuals, providing various health and rehabilitative services. Within Department of Family and Community Services (DFCS), the Division of Juvenile Justice (DJJ) provides services to youth alleged to have committed crimes, including intake, probation, secure detention, and secure treatment. DOH collaborates with DOC and DFCS on various projects, striving for a cohesive approach to health care and support services for incarcerated individuals.

Coordinated Care Demonstration Projects

Enacted in 2016 as part of the Medicaid Redesign initiatives under Senate Bill 74, [AS 47.07.039](#) authorizes DOH to implement one or more coordinated care demonstration projects and provides a statutory framework for soliciting proposals. This allows DOH to test different health care delivery models for Medicaid, with the goals of reducing costs, improving access, and enhancing the quality of care.

DOH may partner with various organizations such as provider-led entities, managed care organizations, accountable care organizations, and primary care case managers to implement these projects. The payment structures for these projects may include global payments, bundled payments, capitated payments, shared savings and risk arrangements, among others. Each project must incorporate at least three of the following nine elements: comprehensive care management, care coordination, health promotion, transitional care, referral services, sustainability, integration of services, local accountability, and innovative payment methods.

On June 17, 2024, DOH issued a [Request for Information \(RFI\)](#) to seek public input and feedback and gauge interest from qualified vendors. DOH has internally reviewed responses but intends to engage a more robust evaluation process which would include financial modeling and analysis of fiscal impacts, operational and policy implications, and overall feasibility.

Other Opportunities

- Traditional Health Practices: DOH is evaluating recent CMS approvals of section 1115 demonstrations for traditional health practices in other states. Recognizing the cultural significance and potential health benefits of traditional healing for Alaska Native communities, DOH is interested in understanding how these services could be integrated into the Alaska Medicaid program. The Alaska Tribal Health System is

supportive of DOH's interest in this area and will be a key partner in any further developments.

- **BHR 1115 Amendments:** DOH is committed to continuous improvement of its BHR 1115 demonstration to better meet the needs of Alaskans. As part of this effort, DOH is exploring potential refinements and amendments to the existing waiver, including the integration and expansion of Certified Community Behavioral Health Clinics (CCBHCs) and other behavioral health delivery reforms.
- **Complex Care:** DOH and DFCS collaborate to support Alaskans with co-occurring mental or behavioral health disorders and other complex needs. This partnership led to the 2023 Complex Care Initiative report, which sets forth goals to reduce out-of-state placements and improve the health, safety, and welfare of vulnerable Alaskans. DOH is seeking support to improve cost-efficient, socially and medically necessary services, placements, and payment structures for beneficiaries with complex behavioral health needs. This could include evaluating and implementing waiver opportunities, conducting national research on care models suitable for Alaska, identifying potential changes to current statutes and regulations, facilitating stakeholder involvement, and assisting in the development of a comprehensive work plan.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The contractor will provide comprehensive support to DOH for administration and enhancement of the state's Medicaid and other health programs. This includes developing, submitting, and implementing new 1115 demonstrations or amendments to existing waivers, supporting coordinated care demonstration project activities, and providing general Medicaid and health program support. The contractor will also assist with robust stakeholder and partner engagement and effective project management to ensure the success and sustainability of DOH initiatives.

While the contractor will provide comprehensive support to DOH, DOH reserves the right to engage additional contractors as needed.

Services may include:

1. Financial and Actuarial Analysis:

- a. Conduct financial analyses of DOH programs, waivers, and initiatives, including budget neutrality calculations, cost projections, and modeling for new or amended Medicaid waivers.
- b. Perform actuarial assessments to evaluate the impact of proposed policy changes on costs and outcomes.
- c. Analyze utilization trends, cost drivers, and risks to identify opportunities for cost savings and program improvements.
- d. Develop, maintain, and revise methodologies for determining cost allocations.

2. Policy Consulting and Program Support:

- a. Provide expert guidance on policy development, implementation, and evaluation for various DOH initiatives.
- b. Conduct policy analysis to assess the impact of proposed Medicaid and other program reforms on access, outcomes, and sustainability.
- c. Assist in drafting policy recommendations, legislative proposals, and regulatory guidance for Medicaid and health care innovations.
- d. Support the development, submission, and maintenance of Medicaid waivers, and identify services for transition from waivers to the Medicaid State Plan.
- e. Assist DOH in responding to CMS inquiries, managing waiver amendments, and ensuring ongoing compliance with federal requirements.
- f. Support DOH in engaging in formal Tribal consultation.
- g. Assist DOH in adopting evidence-based practices, evaluating new technologies, and implementing Medicaid innovations.
- h. Identify and share best practices in Medicaid and health policy.
- i. Support procurement and RFP processes for DOH initiatives.
- j. Monitor program performance and identify areas for improvement or enhancements to increase overall program effectiveness.

3. Compliance Support for CMS Requirements and Federal Rules

Assist DOH in compliance with CMS and other federal requirements and regulations. Activities may include:

- a. Conduct comprehensive reviews of current Medicaid policies, procedures, and initiatives to ensure alignment with CMS guidelines and federal regulations.

- b. Analyze potential, amended, or new CMS rules, federal legislation, and policy changes to assess their impact on state Medicaid programs and operations. This includes considerations for future changes to eligibility, benefit coverage, federal match, or other Medicaid policies.
- c. Provide guidance and recommendations on necessary adjustments to policies and procedures or other state activities to achieve compliance with upcoming, new, or existing rules or requirements.
- d. Develop and update compliance materials and protocols.
- e. Provide support related to preparation and submission of necessary documentation and reporting, including developing and maintaining systems to manage compliance related data and records.
- f. Develop and deliver training programs and materials.
- g. Conduct internal compliance audits and reviews, identify areas of non-compliance or potential risk and provide recommendations for corrective actions.
- h. Support the Department in managing and reporting on federal grants, including conducting grant activities, ensuring compliance with grant requirements, tracking milestones, and preparing necessary reports for federal agencies.

4. Section 1115 Medicaid Demonstration Waiver Development Support:

Collaborate with DOH to develop and submit new section 1115 Medicaid demonstration waivers or amendments to the existing waiver that align with state priorities and federal requirements. DOH aims to have an **initial** draft of an 1115 demonstration application or amendment for health-related needs services completed within 6 months of execution of this contract. Activities include:

- a. Technical Assistance and Planning:
 - i. In partnership with DOH, define services, target populations, eligibility requirements, and innovations for the waiver, ensuring alignment with state and federal priorities.
 - ii. Conduct readiness assessments.
 - iii. Facilitate stakeholder and partner engagement.
 - iv. Provide consultation for preliminary discussions with CMS to clarify federal requirements, expectations, and concerns.
 - v. Research and analyze approved and pending 1115 waivers in other states, offering insights and lessons learned.
 - vi. Advise DOH on reinvestment opportunities to ensure financial sustainability and compliance with federal guidelines.
- b. Waiver Application/Amendment Development:
 - i. Prepare a comprehensive waiver proposal, detailing goals, objectives, and proposed changes.
 - ii. Develop public notices and manage the comment period to gather feedback.
 - iii. Organize and facilitate public hearings or meetings to discuss the proposed waiver.
 - iv. Incorporate public feedback into the waiver application, making refinements as needed.
 - v. Develop a budget neutrality model to demonstrate compliance with federal spending requirements.
- c. Impact Assessments:
 - i. Evaluate administrative requirements for impacted state agencies, including additional staffing needs.
 - ii. Identify additional requirements for the existing State Plan or 1115 waiver.
 - iii. Assess cost impact to the Medicaid budget and state agencies.
 - iv. Estimate additional claims and other impact on DOH operations.
 - v. Evaluate and describe the potential impacts to Tribal Medicaid.

- vi. Assess changes needed in documentation requirements to meet Medicaid claims reimbursement and identify audit concerns and requirements.
- d. Tribal Consultation:
 - vii. Support DOH's engagement in formal Tribal consultation.
 - viii. Incorporate Tribal input and address concerns during waiver development.
 - ix. Ensure that Tribal perspectives are integrated into the waiver application and ongoing implementation.
- e. Submission to CMS:
 - i. Support DOH in finalizing the waiver application, ensuring all required forms, documentation, and public comments are complete.
 - ii. Support DOH in managing the submission process of the application package to CMS, ensuring compliance with all procedural requirements.
- f. CMS Review and Negotiation:
 - i. Assist DOH in responding to CMS's initial review and requests for additional information.
 - ii. Facilitate negotiations with CMS to address concerns and secure approval.
- g. Approval and Implementation:
 - i. Support DOH in reviewing CMS's approval letter and terms and conditions for the waiver.
 - ii. Develop implementation plans, including timelines, staffing, and resources.
 - iii. Provide training and educational support to state staff, healthcare providers, and other stakeholders on new waiver provisions.
 - iv. Support DOH in procuring and launching technology platforms or solutions to streamline operationalization and implementation.
- h. Ongoing Monitoring and Compliance:
 - i. Develop and implement a compliance monitoring plan, including data collection and reporting.
 - ii. Assist DOH in analyzing key performance indicators and preparing reports for CMS.
- i. Renewal or Termination:
 - i. Assist DOH in preparing and submitting renewal applications, including necessary updates based on performance.
 - ii. Develop a transition plan to ensure continuity of care if the waiver is not renewed.

5. Section 1115 Medicaid Demonstration Waiver Evaluation Support

Assist DOH in evaluation of Section 1115 Medicaid Demonstration Waivers in compliance with federal guidelines.

Activities may include:

- a. Develop an evaluation plan with DOH including research questions, methodology, and data sources that aligns with federal evaluation design requirements.
- b. Execute the evaluation and analyze the waiver's impact.
- c. Prepare reports and presentations to share findings with CMS, stakeholders, and the public, recommending adjustments as needed.

6. Advance Planning Document Support

Assist DOH in the development, submission, and management of all APD types required for relevant initiatives.

Activities may include:

- a. Draft and update Planning APDs (PAPD), Implementation APDs (IAPD), Annual APD Updates (UAPD), and Operational APDs (OAPD).
- b. Provide strategic guidance and ensure APD submissions align with federal requirements and project goals.

- c. Coordinate with internal teams to gather necessary data and documentation.
- d. Facilitate communication with CMS to secure approvals and maximize federal funding.
- e. Develop reporting systems to monitor progress and compliance with APD processes.
- f. Draft and update Medicaid Detailed Budget Tables (MDBT).
- g. Draft and update operational reporting and metrics.

7. Coordinated Care Demonstration Projects Support:

Provide comprehensive support for the development, evaluation, and implementation of Coordinated Care Demonstration Projects, ensuring alignment with federal requirements. Activities may include:

- a. Review and analyze RFI responses to assess feasibility and incorporate relevant insights into next steps.
- b. Draft and finalize RFPs that align with state priorities and include robust evaluation criteria.
- c. Conduct financial and actuarial analyses of project proposals, evaluating their financial feasibility, cost structures, and potential impacts on Medicaid sustainability.
- d. Assess proposed payment models for effectiveness in achieving project goals and provide recommendations for innovative methodologies.
- e. Support the implementation, monitoring, and evaluation of selected projects, ensuring adherence to timelines and objectives.
- f. Provide ongoing project management, including coordination with stakeholders and risk mitigation.
- g. Ensure compliance with federal requirements and facilitate coordination with CMS throughout the project lifecycle.

8. Project Management and Stakeholder Engagement:

- a. Develop and execute strategies to effectively engage both internal and external stakeholders, ensuring clear communication and soliciting input from key partners.
- b. Organize and facilitate stakeholder meetings, focus groups, and listening sessions to gather feedback, ensuring transparency and inclusivity in the process.
- c. Align project activities with program goals by coordinating efforts with internal and external stakeholders.
- d. Create and maintain detailed project plans, including timelines, milestones, and deliverables, to ensure projects stay on track.
- e. Track project progress, identify potential risks, and implement strategies to mitigate those risks.
- f. Monitor project progress, identify potential risks, and implement mitigation strategies.
- g. Provide regular updates and progress reports to DOH leadership and stakeholders.
- h. Support ongoing consultation and collaboration with Tribal partners.

SEC. 3.02 DELIVERABLES

The contractor will perform work at the direction of DOH that align with the activities described in Section 3.01. The contractor will bill for work performed on an hourly basis, using the personnel rates listed in Submittal Form G.

DOH reserves the right to negotiate specific task orders or project scopes for individual projects. For such projects, DOH and the contractor may establish one of the following agreements, to be documented and signed by both parties before the work begins:

1. A fixed price agreement, where the contractor is responsible for completing the agreed-upon work for a predetermined amount, regardless of the time spent.

2. A not-to-exceed agreement, where the contractor may bill hourly for work performed, but cannot bill beyond the pre-established maximum amount. The contractor remains responsible for completing the agreed-upon scope of work even if the not-to-exceed amount is reached sooner than expected.

For each project, DOH and the contractor will document the project's scope, deliverables, and applicable pricing structure in writing (e.g., via a task order). Both parties must sign the agreement, and the signed document must be submitted to the procurement officer for inclusion in the contract file before work begins.

The aggregate cost of all individual projects and work billed hourly shall not exceed the not-to-exceed value of the contract unless an adjustment is made in accordance with Section 3.12 and 3.13.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for three years, with seven additional one-year renewal options 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. A fixed price contract is one that obligates the contractor to performance at the specified hourly rates that are proposed on Submittal Form G – Cost Proposal.

SEC. 3.05 PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of a detailed invoice. No payment will be made until the 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 should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for key contract staff to make up to 4 annual trip(s) to Alaska. The timing and specific location of these trips will be determined by the state.

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

If the contractor cannot certify that all work will be performed in the United States, the contractor 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 E – 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 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. 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.

Partial proposals will not be reviewed and will be rejected.

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	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	10
Submittal Form C – General Methodology and Management Plan	8
Submittal Form D – Example Project Management Plan	6
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) 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 or demonstrate the following in this Submittal Form:

1. Provide a general overview of your organization's depth of expertise related to advising, supporting, and consulting for state Medicaid and health programs.
2. Describe your experience conducting financial analysis and actuarial assessments, including budget neutrality calculations, cost projections, and financial modeling for Medicaid programs. Highlight specific examples and any relevant evaluations of utilization trends, cost drivers, and risks.
3. Provide detailed examples of your experience providing health policy consulting and program support, including policy development, implementation, and evaluation. Highlight specific examples of working with state Medicaid agencies.
4. Provide a detailed description of your experience working with American Indian and Alaska Native (AIAN) entities (Tribes, Tribal Health Organizations, Indian Health Service, or other organizations) on Medicaid-specific projects. Include examples of successful projects and outcomes achieved.
5. Describe your depth of experience with the different Medicaid waiver types. Highlight specific examples of experience maintaining or amending existing waivers or successfully applying not new waivers.
6. Provide specific examples of your experience in developing and implementing section 1115 Medicaid demonstration waivers or amendments, including stakeholder engagement, public comments, and negotiations with CMS. Describe any successful negotiations and implementation of approved waivers. Highlight any work specific to health-related needs and reentry services.
7. Describe your experience in ensuring overall Medicaid program compliance with CMS requirements and federal regulations, including conducting comprehensive reviews of potential, amended, or new Medicaid policies and providing guidance on necessary adjustments.
8. Detail your experience in developing, submitting, and managing Advance Planning Documents (APDs). Highlight examples of how APDs were successfully used to secure federal funding.
9. Detailed examples of providing technical assistance, developing RFPs, conducting financial and actuarial analyses, and evaluating payment models for innovative Medicaid initiatives. Include examples of supporting project implementation and evaluation.
10. Describe your ability to develop and implement stakeholder engagement strategies, facilitate meetings, focus groups, and coordinate with stakeholders. Provide examples of managing timelines, deliverables, and milestones.

11. Highlight your experience in developing and delivering training programs related to Medicaid, including providing ongoing technical assistance.
12. Describe your experience working with fee-for-service Medicaid programs. Highlight any examples of supporting Medicaid agencies to test innovative care delivery or cost structure models within the fee-for-service environment.
13. Describe your understanding of the Alaska Medicaid program and its unique requirements and challenges.
14. Describe any relevant Alaska-specific experience you have.

Offerors must provide resumes for the critical team members listed on Submittal Form A, 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.

Offerors must also provide at least two references from other state government agencies for project(s) completed by the offeror similar in scope to the work detailed in Section 3.01 this RFP.

- ✓ **Important:** The reference form attached to this RFP, titled RFP 2025-1600-0123 – Reference Form, must be completed by each reference and submitted directly to the procurement officer, **not** to the offeror. The reference form must be completed by someone who was directly and heavily involved with the related project and not by any third-party representatives or consultants of the agency.

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 GENERAL METHODOLOGY AND MANAGEMENT PLAN (SUBMITTAL FORM C)

Offerors must provide detailed information that demonstrates the general methodology and management plan they intend to follow. The submission should clearly illustrate how the plan will serve to accomplish the work, meet the state's needs, and bring value to DOH's operations. Offerors must provide the following in this Submittal Form:

1. A comprehensive overview of the methodology you will use to approach the types of projects and subjects outlined in the scope of work.
2. Describe your approach to engaging stakeholders and partners throughout the project lifecycle. Include methods for gathering input, facilitating collaboration, and incorporating feedback from Medicaid beneficiaries, state agency staff, providers, Tribal Health Organizations, community organizations, and other key stakeholders.
3. Detail the resources that will be available to the state, including key personnel, their roles and responsibilities, and their qualifications. Explain how you will ensure that the necessary expertise is available and effectively utilized throughout the project.
4. Provide a plan for ensuring the quality of deliverables. Describe methods for monitoring progress, evaluating outcomes, and making necessary adjustments to meet project objectives. Include strategies for maintaining high standards of performance and accountability.
5. Outline your communication strategy with DOH, including the frequency and format of updates, progress reports, and meetings. Explain how you will ensure clear, transparent, and effective communication with DOH staff and other stakeholders.

6. Explain how you will ensure compliance with CMS requirements, state regulations, and other relevant federal and state guidelines. Include strategies for staying current with regulatory changes and adapting project plans accordingly.
7. Highlight any innovative approaches or best practices that will be incorporated into your work. Explain how these practices will enhance project outcomes, improve efficiency, and add value to DOH operations.
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.

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 EXAMPLE PROJECT MANAGEMENT PLAN (SUBMITTAL FORM D)

An initial project for the contractor will be exploration and development of a section 1115 Medicaid demonstration waiver focused on health-related needs. Key considerations include:

- The waiver could take the form of a new 1115 demonstration application or an amendment to the state's existing 1115 demonstration waiver. This decision will be made as part of the project.
- DOH already has legislative approval to develop and apply for an HRN 1115 demonstration waiver.
- Prior to legislative approval, DOH conducted extensive stakeholder outreach to build community support and lay the groundwork for this initiative. However, stakeholder engagement has been on pause and will need to be reinitiated.
- Policy decisions regarding eligibility, the service mix, and operational details have not been made.
- Detailed actuarial and financial analysis to assess budget neutrality, feasibility, and other financial impacts under various policy scenarios have not been performed.

Offerors must provide the following in this Submittal Form:

1. Provide a detailed overview of the methodology that will be used to develop 1115 demonstration applications or amendments. Include a proposed timeline that identifies key milestones and accounts for DOH's target timeframe for initial drafts of an HRN 1115 waiver application or amendment as detailed in Section 3.01. The project timeline may be included as an appendix and is not subject to the page limit for this submittal form.
2. Outline a comprehensive project management plan that demonstrates how you will ensure timely and effective execution of the project. Include details on how you will coordinate with DOH staff and other stakeholders, manage project risks, and ensure compliance with federal and state requirements.
3. Describe your strategy for engaging stakeholders and partners, including methods for gathering input, facilitating collaboration, incorporating feedback into project development and implementation, and supporting Tribal consultation.
4. Detail the resources that will be allocated, including key personnel, their roles and responsibilities, and their qualifications. Provide a staffing plan to accomplish the outlined project plan. Identify the number of staff for each personnel level and the maximum total hours expected for each personnel level, ensuring this information aligns with your response for Submittal Form G. Do not include hourly rates or any cost information.
5. Outline your approach to communication with DOH, including regular updates, progress reports, and meetings. Describe how you will ensure clear and transparent communication throughout the project.

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. 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 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer 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 compile the final scores.
- 10) The state may then conduct contract negotiations with the most advantageous 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)	Pass/Fail

Technical Criteria	Weight
Experience and Qualifications (Submittal Form B)	100
General Methodology and Management Plan (Submittal Form C)	100
Example Project Management Plan (Submittal Form D)	100
Interviews – Primary Project Manager (Individual)	200
Interviews – Critical Team Members (Group)	200
Total	700

Cost Criteria	Weight
Cost Proposal (Submittal Form G)	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
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:

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

Maximum Combined PEC Score Possible (40)

Combined PEC Score (20) x 2.5 = 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 Section 4.04, and the level of experience the response demonstrates.

SEC. 5.05 GENERAL METHODOLOGY AND MANAGEMENT PLAN PROCUREMENT

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.05, and how well the general methodology and management plan will meet the state's needs.

SEC. 5.06 EXAMPLE PROJECT MANAGEMENT PLAN

This portion of the offeror's proposal will be evaluated based on how well they provided the information required in Section 4.06, and how well the example project management plan demonstrates the offeror's ability to meet the state's needs.

SEC. 5.07 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:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

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:

- <https://oppm.doa.alaska.gov/media/1453/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.

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 SHORTLISTING

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

SEC. 5.14 INTERVIEWS OF 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. 5.15 COST REASONABLENESS

Prior to entering into contract negotiations, the procurement officer may perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state will proceed to invite the highest ranked offeror to contract negotiations.
- If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

SEC. 5.16 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. 5.17 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. 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)

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 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 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 contact 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. 6.21 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) Submittal Form G – Cost Proposal
- 3) RFP 2025-1600-0123 Reference Form
- 4) Standard Agreement Form - Appendix A
- 5) DOH HIPAA BAA