

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ALASKA MEDICAID VISION SERVICES

RFP 2025-1600-0241

ISSUED MARCH 04, 2025

THE DEPARTMENT OF HEALTH, DIVISION OF HEALTH CARE SERVICES IS SEEKING A QUALIFIED CONTRACTOR TO MANAGE THE ALASKA MEDICAID VISION PROGRAM. THE CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING MEDICAID MEMBER ELIGIBILITY AND BENEFITS LIMITS. THE CONTRACTOR WILL ALSO MANUFACTURE AND SUPPLY COVERED VISION PRODUCTS.

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DEPARTMENT OF HEALTH  
DIVISION OF HEALTH CARE SERVICES

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Health Care Services (HCS), is soliciting proposals for a qualified vision contractor to manage the Alaska Medicaid Vision Program. The contractor will be responsible for verifying Medicaid Member (hereafter referred to as Member) eligibility and benefit limits, as well as manufacturing and supplying covered vision products. Specific products include frames, lenses, and lens add-ons.

### SEC. 1.02 BUDGET

HCS estimates a budget of \$12.1 million for the entire life of this project, including all renewal options if exercised. While proposals in excess of this budget will not be considered non-responsive, offerors are expected to be competitive and take the budget into consideration when developing their cost proposals.

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

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on March 26, 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 requirements that are provided in **Submittal Form F – Mandatory Requirements**. **Failure to meet all these requirements will result in immediate disqualification. Offeror must ensure to follow all instructions on this submittal form.**

### 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 at least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

**SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to [doh.procurement.proposals@alaska.gov](mailto:doh.procurement.proposals@alaska.gov) as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the State is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

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

It is the offeror's responsibility to contact the above email address to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

**SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

**SEC. 1.09 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

**SEC. 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

**SEC. 1.11 RFP SCHEDULE**

RFP schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	Date
Issue Date / RFP Released		March 04, 2025
Deadline to Submit Questions		March 17, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	March 26, 2025

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Proposal Evaluations Start		Week of March 31, 2025
Notice of Intent to Award		Week of March 31, 2025
Contract Issued for Signature		April 14, 2025
Contract Start Date		July 1, 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 ALTERNATE PROPOSALS

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

### SEC. 1.13 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska provides covered vision services to eligible Members who have a benefit plan inclusive of vision services and who have not met their vision product limit as defined in [7 AAC 110.700-715](#). The State contracts out the production of vision products to external contractors rather than producing the product themselves.

This solicitation is for a vision contractor to produce and supply eyeglasses to Medicaid beneficiaries. Additionally, the following professional service requirements will be provided:

- Offer both an electronic and paper submission option for ordering eyeglasses,
- Verification of Alaska Medicaid eligibility upon receipt of order for eyeglasses,
- Track and verify Member utilization and ensure benefit limits are not exceeded as described in [7 AAC 110.700-715](#) prior to fulfilling eyeglass order, and
- Deny eyeglass orders for Members whose Medicaid eligibility cannot be verified, orders exceeding a Member's benefit limit without prior authorization from the Department, and orders for products not covered within the contract or Members Alaska Medicaid benefit package. The denial process must include notification to the Member or Member's representative describing the denial and the Member's rights to a fair hearing when appropriate.

Furthermore, HCS is seeking information on how vision contractors manage claims for individuals with other third-party resources available to them as described in [7 AAC 160.200](#).

#### **Estimated Annual Usage**

Volume is highly variable depending on State funding levels. Below is the average number of specific vision products that the Department provides per year.

#### **FRAMES:**

Standard Frames	33,589
Specialty Frames	169
<u>TOTAL</u>	<u>33,758</u>

#### **LENSES (per lens, all types in each category):**

Single vision	54,462
Bifocal	12,420
Trifocal	549
Other Add-on Products	137
<u>Total</u>	<u>68,042</u>

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The successful contractor will manage the Alaska Medicaid Vision Program and be responsible for supplying all vision product orders for Members. In addition to supplying vision products, the contractor will be responsible for validating Member benefit status and tracking utilization of benefits to ensure only covered vision products are dispensed. Specific vision products include frames, lenses, and lens add-ons.

Vision dispensing providers enrolled with Alaska Medicaid will submit orders to the awarded contractor for all vision products covered by Alaska Medicaid. The contractor will present the vision dispensing provider with accurate information regarding coverage and limitations for all Medicaid orders.

The contractor will have the authority to deny and approve vision product requests based off eligibility and available benefits. For denied orders, the contractor will be responsible for notifying Members in writing of any orders denied by the contractor. Once coverage is verified, the vision contractor will be required to manufacture the order in accordance with the vision prescription and all applicable federal, state, and city regulations, codes, and laws. The contractor will then supply the products to the vision dispensing Medicaid provider within a set period of time.

### SEC. 3.02 DELIVERABLES

In accordance with the scope of work in Section 3.01, the contractor will be responsible for the following:

#### (a) DELIVERABLE 1: DETERMINATION OF ELIGIBILITY

Vision products are to be supplied to Members with current enrollment in Medicaid and have vision product benefits available. Prior to provision of services, the Contractor is responsible for verifying Member eligibility and remaining Member benefits available via Medicaid Management Information System (MMIS). The successful contractor will be required to apply to gain access to MMIS, including completion of all agreements regarding HIPAA and security compliance.

##### **Member Medicaid Eligibility**

Members Medicaid eligibility will be verified utilizing the Medicaid Management Information System (MMIS). Contractor will only authorize vision products for Members with a current Medicaid eligibility status and an eligibility code and subtype which include vision products as a covered service. The Department will supply the contractor with the covered eligibility codes and subtypes. Contractor will have access to MMIS to allow for verification once enrolled as an Alaska Medicaid provider and once all appropriate documentation is completed to allow access into the provider portal through MMIS.

##### **Denials**

The contractor is responsible for approving and denying orders based on Member eligibility, benefit limit, and/or medical justification specific to the 2nd pair of glasses for child under 21.

In accordance with 7 AAC 49.060-070, the contractor will notify Members in writing within 10 days of denying an order. The notice must inform the Member of the reason for the denial, the authority supporting the denial, and the Departments approved notice of fair hearing rights.



If the Member requests a Fair Hearing the Department may require the contractor to represent their organization for the determination of denial.

#### **Member Benefit Limits**

Prior to filling an order, the contractor must verify the Member has available benefits remaining based off their benefit package.

Children (under the age of 21) are eligible for one complete pair of glasses per calendar year and one additional complete pair of glasses per calendar year, if medically necessary. Any subsequent pairs of glasses after the second pair may be allowed if the Department gives prior authorization based upon medical justification submitted by the provider.

Adults (21 years of age and older) are eligible for one complete pair of glasses every two (2) calendar years. Any subsequent pair of glasses may be allowed if the Department gives prior authorization based upon medical justification submitted by the provider.

It is the contractor's responsibility to track and monitor individual Members' utilization of vision products. The Department will not reimburse the contractor for vision products issued to Members who are not eligible for vision services and will not reimburse the contractor for vision product exceeding limits unless the Department has issued a prior authorization for exceeding the limit.

#### **Member benefit limits are defined as follows:**

<b>Children (up to age 21)</b>	<b>Lenses</b>	<b>Frames</b>
First Pair	Covered (one [1] pair per calendar year)	Covered (one [1] per calendar year)
Second Pair	Covered when Medically Necessary	Covered when Medically Necessary
Third Pair	Covered with Service Authorization	Covered with Service Authorization

<b>Adults (21 and older)</b>	<b>Lenses</b>	<b>Frames</b>
First Pair	Covered (one [1] pair per two [2] calendar years)	Covered (one [1] per two [2] calendar years)
Second Pair	Covered with Service Authorization	Covered with Service Authorization
Third Pair	Covered with Service Authorization	Covered with Service Authorization

**Note:** Benefit limits are subject to change. The Department will notify the contractor if a change in benefit packages occur.

#### **Medical Necessity for Children is defined as:**

- Lost glasses
- Broken frames or lenses
- Changes in prescription

When a medical necessity review is required, the Contractor may not fill orders for children without the appropriate medical necessity notated on the order. If the Contractor fills an order for a second pair of glasses for children without the appropriate medical necessity the State of Alaska may either deny reimbursement or recoup any reimbursement that is found to be out of compliance. Glasses for purposes other than medical need are not covered. If the contractor receives such an order, they are to deny the order unless provider submits medical justification, in which case the contractor must consult with the depart to determine if eligible.

**Prior Authorization**

Some lenses and frames require prior authorization from the Department as mandated by current Department regulations. The Contractor will only fill these orders upon receipt of a properly completed order form and approved prior authorization from the Department. The Contractor will be notified by the Department upon approval of these frames and lenses. If the Contractor receives an incomplete order, the Contractor will outreach to the dispensing provider regarding the incomplete order. If the Contractor fills an order without the appropriate prior authorization, the Department will not reimburse the Contractor for the vision product. Prior authorization is required for the following vision products:

- Any subsequent complete pair of eyeglasses requiring prior authorization as notated in the Member Benefit Limits section of this contract
- Prism lenses (HCPC code V2715)
- Slab Off Prism, Glass, or Plastic (HCPC code V2710)
- Press-On Lens, Freshnell Prism (HCPC code V2718)
- Tinted lenses (HCPC codes V2744 or V2745)
- Prescribed, ultraviolet coating (HCPC code V2755)
- Deluxe\specialty frames (HCPC code V2025)
- High Index Lenses (HCPC codes V2782 or V2783)
- Balance Lens (HCPC code V2700)
- Special Base Curve (HCPC code V2730)
- Occluder Lens (HCPC code V2770)
- Oversized Lens (HCPC code V2780)
- All services provided under HCPCS codes V2199, V2299, V2399, V2499 and V2799

**Note:** Prior authorization requirements are subject to change. The contractor will be notified by the Department if requirements are altered.

**Specialty / Nonstandard Lenses or Lens Add-Ons**

From time to time, the contractor may be asked to provide specialty lenses or lens add-ons for which are not specified in this RFP. These lenses might be covered using the appropriate unlisted vision HCPC codes V2199, V2299, V2399, V2499, or V2599. All items covered in this section require prior authorization from the Department. The Contractor must receive approval from the Department for the cost of the item prior to filling the order.

**(b) DELIVERABLE 2: PROVISION OF LENSES, FRAMES, AND/OR ADD-ONS**

Once appropriate eligibility has been validated and required service authorizations are obtained, the vendor will fill lens, frames, and/or add on orders according to the criteria identified below.

**Lenses**

Final manufacturing process must be done by a U.S. manufacturer and will meet first quality requirements of American National Standard Z80.1-2005, or most current, for impact resistant dress eyewear, or American National Standard Z87.1- 2003, or most current, for impact resistant occupational protective lenses. Lenses will be glass, plastic or polycarbonate, as prescribed, without any differentiation in price. Lenses, other than glass, will be scratch resistant coated, both sides of the lens, as a standard feature. All glass lenses must be impact resistant. The following lenses are not covered by the Department:

- Deluxe lens feature (HCPC Code V2702)
- Anti-reflective coating (HCPC Code V2750)
- Mirror coating (HCPC Code V2761)
- Polarization (HCPC Code V2762)
- Progressive (HCPC Code V2781)
- Asphericity (HCPC Codes V2410, V2430, and V2499)

**Note:** Non-covered lenses are subject to change. The Department will provide thirty (30) calendar days' notice of any change in covered lenses. Notice will suffice to implement the change; a contract amendment will not be required. Any adjustment will be identified in the subsequent renewal amendment.

**Frames**

**NOTE:** Offerors must provide a comprehensive Frames List, using the Frames List Attachment One. This list must indicate the products that will be available for purchase under this contract. The list must meet the minimum requirements indicated in Section 3 Scope of Work.

The Contractor will provide standard dress eyewear and replacement parts that meet American National Standard Z80.5-2004. At minimum, the contractor must offer the following standard frame selection (HCPC Code V2020):

- Toddler: two (2) frame styles
- Kids female: five (5) plastic; seven (7) metal frame styles
- Kids male: five (5) plastic; seven (7) metal frame styles
- Teen/Adult female: five (5) plastic; seven (7) metal frame styles
- Teen/Adult male: five (5) plastic; ten (10) metal frame styles

In addition to standard dress eyewear, the contractor will provide specialty frames. At minimum, the contractor must offer the following specialty frame selection (HCPC Code V2025):

- Two (2) toddler frame styles, frames must be flexible, made entirely of plastic with no metal parts
- Two (2) teen\adult sizes in each gender, frames must be flexible, made entirely of plastic with no metal parts

Each specialty frame must include a nylon strap and a hard-sided case at no additional cost to the Department.

Unisex frames are acceptable for all categories of standard and specialty frames (toddler, kids, and teen/adult).

All of required frame styles must be offered in at least two (2) sizes per style. The Contractor is responsible for choosing the appropriate sizes for each frame. The Contractor is also responsible for providing a variety of shapes, colors and styles for each age and gender category. At least one of the toddler frame styles shall have regular temple pieces; Adjustable temple bands are acceptable for one of the styles. A range of color choices must be made available within a style, gender and age category. Frame material must contain no scratches, fissures, bubbles, discoloration, or other defects in workmanship. Each frame must include a hard-sided case at no additional charge to the Department.

#### **Replacement Parts**

Limited replacement parts (nose pads, temple covers, and screws) must be made available to the dispensing provider at no cost to the Department. The dispensing Provider will be responsible for the cost of the replacement parts, shipping, and handling.

#### **Quality Control and Rejection**

Throughout the term of the contract, dispensing providers can communicate reports on the general quality of the products and services to the Department. If the Department receives more than ten (10) complaints in a six (6) month period regarding the quality of a specific frame, the Department reserves the right to require that frame to be replaced with one of equal or greater quality at the same price.

#### **Frame Substitution**

If during the period of the contract, the manufacturer of any frame(s) listed in the frame list is discontinued; the Contractor will substitute another frame at the same price, consisting of equal or greater quality frames, subject to Department approval. The Department must be notified in writing thirty (30) calendar days in advance of the impending change.

#### **Lens Errors**

Errors made by the prescribing and/or dispensing vendors regarding the prescriptions are not the responsibility of the Contractor. If the patient cannot wear glasses due to a prescribing or refracting error, the dispensing provider may return the glasses for correction at the dispensing providers expense to include shipping. Replacement costs may not exceed contracted rates. Neither the Contractor nor the Department will be held responsible for the costs of the replacement. The dispensing provider will be responsible. However, if it is a Contractor error, the Contractor will be responsible for replacement.

**Repairs**

Except as provided under the guarantee clause, the Contractor will not be required to provide eyeglass repairs under the contract.

**Measurement and Fitting**

The Contractor will not be required to furnish any measurement or fitting services under the contract.

**(c) DELIVERABLE 3: FRAME SAMPLE KITS**

The contractor shall be responsible for providing sample frames to dispensing providers.

A complete sample kit must be made available, for purchase, to dispensing providers. The kit must include a representation of all required frame styles identified in this section. The kit must also include a complete listing of all frames offered under this contract that features the color selections and eye sizes offered for each frame style.

The contractor may elect to offer a free sample kit; frames included in the free sample kit would be at the discretion of the contractor.

If, at any time, a dispensing provider wishes to select additional, substituted, or replacement frames to their sample kit, the dispensing provider shall be responsible for the cost of the sample kit(s) and any replacement frames. These will be provided at the same cost of a Standard Frame.

At minimum, the Sample Kits will be comprised of frames listed in the categories below:

- Toddler: two (2) frame styles
- Kids female: five (5) plastic; seven (7) metal frame styles
- Kids male: five (5) plastic; seven (7) metal frame styles
- Kids specialty: two (2) frame styles
- Teen/Adult female: five (5) plastic; seven (7) metal frame styles
- Teen/adult male: five (5) plastic; ten (10) metal frame styles
- Teen/adult male: two (2) frame styles

**(d) DELIVERABLE 4: ANNUAL FRAME REVIEW**

Ninety (90) calendar days prior to the annual renewal time, the Contractor shall provide an itemized list of all the frames that were purchased during each year of the contract. This data will identify which frame styles are most popular. Upon review of this list, the Department has the option to request a selection of new styles of frames to replace underutilized frames. If offered frames are replaced, the contractor must offer replacement frames to the dispensing providers to update their sample kits. Replacement frames can be billed to the dispensing provider at the contracted price.

**(e) DELIVERABLE 5: GUARANTEE**

If within ninety (90) calendar days after delivery an article furnished under the contract is found to be unsatisfactory due to Contractor error, defective workmanship and/or materials, the contractor must

correct, adjust, or replace the article without cost to the Department or the dispensing provider. The replacement or correction must be resolved within ten (10) working days of notification of the issue.

**(f) DELIVERABLE 6: ORDERING & DELIVERY**

**Website & Print Catalog**

The Contractor must provide a website with ordering capabilities and an online catalog of available frames. The website must have SMART (Specific, Measurable, Achievable, Relevant, and Time-bound) order capabilities to include checking for incomplete orders and ability to have built in rule for prior authorization and coverage rules, to allow for automatic replies to the vision dispensing provider when appropriate.

**Shipping & Handling**

All delivery and handling charges are to be included in the prices submitted by the offeror. No additional charges may be billed to the State.

**Delivery**

Glass, plastic, or polycarbonate ophthalmic lenses will be prepared, framed, and delivered within the time limitations set forth below.

- Delivery time for all stock lenses (including plastic lenses) which can be ground and/or cut, edged, and framed at the Contractor's prescription laboratory will be limited to ten (10) working days after receipt of a properly completed prescription. The dispensing ophthalmologist, optometrist, or optician will be notified in writing and/or by telephone by the Contractor when prescriptions cannot be delivered within the specified delivery time.
- Delivery time for glass, plastic, or polycarbonate lenses which require factory preparation and/or fitting into ophthalmic frames will be that which is considered the best possible service from the time of receipt of the prescription but will not normally exceed twenty (20) working days. The dispensing ophthalmologist, optometrist, or optician will be properly notified in all instances when special prescriptions require more than twenty (20) working days for completion and delivery.
- Date of receipt of order will be considered day one. Shipment from factory will constitute delivery within the 10- or 20-day period.
- All goods specified will be shipped prepaid by USPS Priority Mail. Pairs of glasses are shipped individually per prescription order. If multiple orders are received from the same dispensing provider and the order can be filled within the delivery time frame, orders may be combined.

**Late Delivery**

If the contractor encounters an internal issue with their factory or staff that will cause a delay in the performance of services required in this contract, the Contractor will notify the Department within three (3) working days, in writing, of the situation, expected delay, and a plan/timeline for resolution of the issue. The Contractor will also notify the dispensing provider(s), in writing. Notifications of this type

must be approved in advance by the Department. The State will provide approval or denial of the plan/timeline for resolution of the issue.

**Order Forms**

The contractor must provide print and electronic order forms to providers as part of the services of this contract, at no additional charge to the State. Order forms must include fields for:

- Member's Medicaid ID
- Member's name and date of birth
- Dispensing provider's name, NPI number, phone number, and address
- Prescribing provider's name, and NPI number
- Member's diagnosis.
- Prior authorization, if applicable
- Reason for medical necessity (as applies to children)

**Patient Identification**

All claims for goods and services provided under the contract will identify the recipient served by name and Alaska Medical Assistance identification number.

**Order Review and Processing**

- All purchases initiated through this contract will be ordered on the Contractor's order form.
- All order forms received by the Contractor must be stamped with the date and time upon receipt. The Contractor must retain a copy of each order received. Orders must be retained for seven years.
- Providers may submit orders via the contractor's website, or they may fax order(s), with or without Medical Assistance coupon(s), to the Contractor. Telephone orders will not be accepted, all orders must be in writing on the approved order form.
- Upon receipt of each order, the Contractor will review the order form for completeness including verification of Member eligibility and conformity with Medical Assistance program policy and resolve discrepancies prior to processing. The processing time will begin once all discrepancies have been resolved, and the prescription is ready to dispense.

**(g) DELIVERABLE 7: REPORTING**

The below are required as part of the services of this contract and must be included in the pricing quoted. No additional costs for these services may be billed to the State.

**Denials**

The Contractor will be responsible for generating and submitting a daily report of all denied orders. The report must include the Member information, ordering provider information, dispensing provider information, and the status of the written Member notification.

**Utilization Reporting**

The Contractor will provide the Department with monthly detail and summary reporting which include the quantity of goods and services provided under the resultant contract. The reports must include at a minimum all goods and services delivered by the Contractor including:

- Reporting period dates
- Date report generated
- Reporting period and year-to-date
- Materials (by HCPCS assigned codes) provided
- Number of lenses provided by procedure codes
- Number of frames and parts provided by procedure codes
- Total number of frames with lenses, by category
- Total number of frames without lenses, by category
- Total number of frames by frame name
- Number of replacement orders filled as a result of Contractor error
- Data itemizing frame style selections
- Denied number of jobs and reason for denial

The Department will approve report content and format during contract implementation. The Contractor will deliver monthly, quarterly, and annual reports to the State via secure email. The State must receive the Contractor's report no later than fifteen (15) calendar days after the end of the preceding report month. The reports will be submitted in electronic reporting format content as approved by the State; and other information as approved or requested by the Department.

**(h) DELIVERABLE 8: CUSTOMER SERVICE / TRAINING**

The below are required as part of the services of this contract and must be included in the pricing quoted. No additional costs for these services may be billed to the State.

**Communications**

The Department will review/approve all marketing, notifications, and or training and education materials provided by the successful contractor. Communications such as working individually with a provider or answering questions from providers may be done without Department review.

The Contractor must have a dedicated toll-free number available for dispensing providers, serviced by a live person (not automated): Monday through Friday from 8:00 a.m. to 5:00 p.m. Alaska time.

**Training**

Upon initiation of the contract, the Contractor will conduct an in-person or virtual one-day training/input sessions for dispensing providers in each of the following communities: Anchorage, Fairbanks, and Juneau, within forty-five (45) calendar days of contract issuance. The Contractor is responsible for notifying dispensing providers a minimum of thirty (30) calendar days in advance of the training of the dates, times, and locations.



All material, dates, times, and locations must be approved by the Department. The State may provide space to conduct these trainings, upon request by the contractor if space is available. If the contractor uses State space for the facility, they must work with the State to determine availability.

The contractor will annually conduct a one-day training/input session in conjunction with a vision billing training session conducted by the State's Medicaid fiscal agent as an intermediary to answer questions relating to the vision contract. The contractor is responsible for notifying providers a minimum of thirty (30) calendar days in advance of the training of the dates, times, and locations. Upon discretion of the Department, these sessions may be done either virtually, in-person, or both.

All costs for trainings, including travel, are at the contractor's expense and should be included in the offeror's pricing.

**(i) DELIVERABLE 9: CLAIMS SUBMISSION**

Prior to execution of the contract the successful contractor must complete a vision contractor provider enrollment application at:

<https://www.medicaidalaska.com/portals/wps/portal/enterprise/provider/providerenrollment/> or provide proof of enrollment (i.e., provider Medicaid number).

The Contractor will submit electronic claims to the Department's fiscal agent in the current HIPAA compliant format. Claims must conform to State Medical Assistance [billing procedures](#). The claims submitted will include such information as is necessary for the Department to determine the exact nature of all expenditures.

The contractor will conduct self-audits to comply with [7 AAC 160.115](#). For guidance on this process, visit the self-audit page on the State of Alaska webpage at:

<https://health.alaska.gov/Commissioner/Pages/ProgramIntegrity/self-audit.aspx>.

The Contractor will not submit claims to the Department until the order is complete and shipped to the vision dispensing provider.

If the Contractor disagrees with a denied or reduced claim, the Contractor may request a first-level appeal in accordance with [7 AAC 105.270](#).

Billing of third parties for eyewear has recently become required for vision products supplied by sole source contractors. The depart is seeking information on how contractors will manage this process.

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

The length of the contract will be from the date of award, approximately July 1, 2025, through June 30, 2029, with two additional three-year renewal options under the same terms and conditions as the original contract. Renewals will 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 is a firm fixed price contract.

### SEC. 3.05 PAYMENT PROCEDURES

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

### SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

### SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

**Consumer Price Index (CPI):** Contract prices will remain firm for one year from date of contract award.

The contractor may request CPI price adjustments, in writing, 30 days prior to a contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the State receives the written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (2<sup>nd</sup> Half July through December 2024); and each (2<sup>nd</sup> Half July through December 2024 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a unilateral contract amendment issued by the procurement officer.

**Note:** The procurement officer may also, absent the contractor's request, effect the above CPI price adjustment on a contract renewal amendment.

### SEC. 3.08 LOCATION OF WORK

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

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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

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

### SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, 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 shall be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form F as to which subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

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. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.11 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. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

### **SEC. 3.13 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. 3.14 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. 3.15 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. 3.16 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. 3.17 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. 3.18 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.

### SEC. 3.19 TERMINATION FOR DEFAULT

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

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

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G – Subcontractors	N/A
Submittal Form H – Cost Proposal	N/A
Frames List – Attachment One	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.

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

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

Offerors must provide detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A.

Offerors must provide narrative a description of the organization of the project team and the individual(s) responsible and accountable for the completion each component and deliverable of the RFP. An organizational chart that identifies the lines of authority must be provided.

For each critical team member who will work on the contract, provide a title, and a description of what work this individual is responsible for.

Critical team members are defined as those responsible for contract and customer service management and claims submission/processing staff.

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. Certifications and credentials can be provided and will not count towards the resume two-page limit.

Offerors must also provide at least one reference from other state government agencies for project(s) completed by the offeror in similar scope to the work detailed in Section 3 of this RFP.

- ✓ Important: The reference form attached to this RFP, titled "RFP 2025-1600-0241 – 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 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

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

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

## SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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

Offerors should provide in this section descriptions of the methodology that will be used for the following:

- 1) To accurately determine eligibility and provide approval/denial
- 2) Utilization management for member benefit limits
- 3) To process and deliver orders
- 4) To provide customer service
- 5) Claims submission processes
- 6) Quality control measures, for products as well as the required services of the contract
- 7) A description of their error resolution plan, which must incorporate, at a minimum, the guarantee identified in Deliverable 5: Guarantee
- 8) A description of how the offeror will handle incomplete/incorrect orders, late deliveries, and prescription errors
- 9) A description of the proposed training per Deliverable 8: Customer Service/Training

The offeror must also include in their proposal the following documents for review:

- 1) A sample order form (Deliverable 6: Ordering & Delivery)
- 2) A sample utilization report (Deliverable 7: Reporting)

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 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide detail that demonstrates the management plan they intend to follow and how the plan will serve to accomplish the work and meet the state's needs.

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

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. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

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

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

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

Offerors must complete and submit this Submittal Form. Proposed costs must 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.

**SEC. 4.11 FRAMES LIST – ATTACHMENT ONE**

Offerors must provide a comprehensive Frames List, using the Frames List Attachment One. This list must indicate the products that will be available for purchase under this contract. The list must meet the minimum requirements indicated in Section 3 Scope of Work.

## 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.
- 8) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to State, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

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

Technical Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	200
Total		600

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

**TOTAL EVALUATION POINTS AVAILABLE: 1000****SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

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

**Offeror 1** was awarded 75 points:

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

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

**Offeror 2** was awarded 50 points:

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

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

**Offeror 3** was awarded 100 points:

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

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 it demonstrates, and how it meets the State’s needs.

## SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in Section 4.05 and the level of understanding it demonstrates, and how it meets the State’s needs.

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information in Section 4.06 and whether the methodology will serve to accomplish the work and meet the State’s needs.

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information in Section 4.07 and:

- 1) Whether the management plan will serve to accomplish the work and meet the State’s needs.
- 2) What extent the offeror identified potential issues, risks, or problems they foresee with this project and how they will address them.

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. 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.

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. 5.09 APPLICATION OF PREFERENCES

Preferences will not be allowed.

## SEC. 5.10 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. 5.11 CONTRACT NEGOTIATIONS

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. 5.12 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror(s) 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. 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. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

## SEC. 6.13 SEVERABILITY

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

## SEC. 6.14 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. 6.15 SOLICITATION ADVERTISING

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

## SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.20 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.

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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.

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) Frames List Attachment One
- 2) RFP 2025-1600-0241 – Reference Form
- 3) Submittal Forms A – G
- 4) Submittal Form H – Cost Proposal
- 5) Standard Agreement Form for Professional Services with Appendices A through E
  - a) Appendix A – General Provisions
  - b) Appendix B<sup>2</sup> – Indemnity and Insurance
  - c) Appendix C - Description of Services
  - d) Appendix D – Payment for Services
  - e) Appendix E – DOH HIPAA BAA