

STATE OF ALASKA REQUEST FOR PROPOSALS



OAH FAST TRACK MEDICAID MEDIATION PROGRAM

RFP 2026-0200-0067 02-101-26

ISSUED SEPTEMBER 23, 2025

THE PURPOSE OF THIS RFP IS TO SECURE A STRUCTURED, COST-EFFECTIVE DISPUTE RESOLUTION PROCESS FOR APPEALS OF DETERMINATIONS OF THE DEPARTMENT OF HEALTH, SENIOR AND DISABILITIES SERVICES DIVISION AND HEALTH CARE SERVICES DIVISION, REGARDING MEDICAID COVERAGE FOR REQUESTED SERVICES.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
OFFICE OF ADMINISTRATIVE HEARINGS

PRIMARY CONTACT:

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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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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Office of Administrative Hearings, is soliciting proposals for services to provide efficient and cost effective fast-track mediation services negotiated between Department of Health and unrepresented individuals relevant to disputed Medicaid services and coverage.

SEC. 1.02 BUDGET

The Department of Administration, Office of Administrative Hearings, estimates a budget of between \$350,000.00 and \$380,000.00 dollars for completion of this project. Proposals priced at more than \$400,000.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on October 31, 2025, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Must have at least three years of experience providing professional mediation, arbitration, or other alternative dispute resolution services in which a federal, tribal, territorial or state agency is a regular party; if the offeror is a firm, the individual(s) assigned to the mediation services must also have at least three years' experience providing these services.
- Must have at least three years of experience with Medicare or Medicaid law and the provision of benefits to individuals, providing subject matter expertise; if the offeror is a firm, the individual(s) assigned to the mediation services must also have at least three years' experience with the applicable laws and provisions.
- Must have at least one of the following for the individual(s) assigned to the mediation services:
 - professional certification to act as a mediator, demonstrable with a credential from a trade organization of professional mediators;
 - an active law license; or
 - proof of completion of a post-secondary academic program specific to mediation or other alternative dispute resolution processes.

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

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 cannot be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

CONTRACTING OFFICER: Christine Mash – EMAIL: doa.oppm.procurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.oppm.procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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 **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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 with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at doa.oppm.procurement@alaska.gov 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, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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		September 23, 2025
Last Day for Questions		October 13, 2025
Deadline for Receipt of Proposals / Proposal Due Date	3:00 PM AKST	October 31, 2025
Initial Proposal Evaluation Meeting (approximately week of)		November 17, 2025
Interviews (approximately week of)		November 24, 2025
Proposal Evaluations Complete (approximately week of)		November 24, 2025
Negotiations (approximately week of)		December 1, 2025
Notice of Intent to Award (approximately week of)		December 19, 2025
Contract Issued		January 1, 2026

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 Administration, 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 Department of Administration (DOA), Office of Administrative Hearings (OAH), uses a fast-track mediation program, modeled on an early mediation system for Medicaid appeals developed for the State of North Carolina. A short article about the North Carolina program can be found at: https://www.americanbar.org/groups/law_aging/publications/bifocal/vol_35/issue_3_feb2014/mediation_medicaid_appeals_program/.

The fast-track mediation program has been utilized by the State of Alaska since 2016. It provides an early opportunity to resolve fair hearing requests made to the Department of Health (DOH) Division of Senior and Disabilities Services and the Division of Health Care Services. The fast-track mediation program is designed to either resolve fair hearing requests in claimants' favor or educate potential claimants about statutory or regulatory restrictions to coverage that in turn result in the withdrawal of the fair hearing request. In either case, the costs of the fair hearings are kept to a minimum, and potentially reduce costs to various Medicaid programs, by shortening the appeal time and the coverage of expenses during that period.

In 2024, 316 cases entered into fast-track mediation; 82% were resolved within 14 days of the hearing request. Cases in the calendar year 2025 are on equal pace to prior years of mediation service. Due to the success of this program, DOH has approved expanding fast-track mediation to both eligibility and extent-of-coverage cases.

Since 2016, DOA OAH has utilized a sole proprietary database with the current vendor. With the current contract expiring at the end of the year, DOA OAH has elected to use the State of Alaska databases for case management, including Prolaw, and other programs identified, populated, and maintained by DOH.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration (DOA), Office of Administrative Hearings (OAH), is soliciting proposals for a fast-track mediation program as outlined below:

In advance of a contested hearing, the offeror must conduct fast-track mediations between unrepresented individuals, fair hearing representatives with the Alaska Department of Health (DOH), and potentially others as described below concerning appealed denials of Medicaid coverage claims. The fast-track mediation process is as follows:

- The Division of Senior and Disabilities Services (SDS) is the state division within DOH that ensures the State of Alaska meets the health needs of seniors, people with disabilities, and vulnerable adults. SDS fulfills this mission by managing Medicaid's coverage and payment for various services for these populations and determining an individual's eligibility for those services.
- Similarly, the DOH Division of Health Care Services (HCS) provides additional access and oversight to a range of Medicaid services to all eligible Alaskans.
- Depending on the Medicaid program at issue or the eligibility of an individual, either SDS or HCS makes an initial decision regarding Medicaid benefit coverage for that individual.
- If SDS or HCS denies coverage for a service or to an individual, the applicable division notifies the individual of the denial and informs the individual of his or her right to a fair hearing challenging that denial.
- The individual or their legal representative requests a fair hearing. The fair hearing request must identify if the individual is represented by legal counsel. If the individual would like other case parties to receive case documents, the individual must identify this in writing and provide the other case parties' mailing address, email, or fax information for the receipt of the case documents.
- When an individual requests a fair hearing, either SDS or HCS, as applicable to the program or the individual, refers the fair hearing request to OAH.
- If the individual that has requested a fair hearing is represented by legal counsel, the individual's fair hearing request is assigned by OAH to an OAH administrative law judge for a fair hearing. These cases are not eligible for fast-track mediation.
- If an individual who has requested a fair hearing is not represented by legal counsel, the individual's fair hearing request is eligible for fast-track mediation.
 - SDS has elected that all of its referrals go to fast-track mediation and SDS sends the referrals requesting that the individual automatically be scheduled for mediation. Individuals can opt out of fast-track mediation by requesting fair hearing from OAH.
 - HCS informs OAH during referral if HCS has elected to refer the case for fast-track mediation, and OAH assigns the case to fast-track mediation or a fair hearing depending on HCS's election.

- Upon SDS's or HCS's referral of a Medicaid program hearing request to OAH, OAH staff send the individual who requested the hearing a notice, which identifies the administrative law judge assigned to the individual's case as well as a written notice of the scheduled mediation session. The notice informs the individual that participation is voluntary and explains how they may opt out of mediation. If an individual opts out, the matter is immediately scheduled for a fair hearing before the assigned administrative law judge.
- The mediation session, identified in the notice, is scheduled to occur within two weeks of the fair hearing referral. Mediation sessions must occur between 9:00 AM AKST and 4:00 PM AKST, and up to seven mediation sessions may be scheduled per day; the State does not guarantee a minimum or maximum number of mediation sessions per day. The mediation sessions are scheduled for two full days and one-half day each week, subject to changes based on the volume of appeals and the availability of DOH hearing representatives. The availability of the DOH hearing representatives is the primary factor in determining the days each week that mediation sessions will occur.
- The offeror must provide two weeks' notice of expected unavailability for vacations or other purposes. OAH will accommodate the unavailability of the offeror for up to three weeks each calendar year.
- Prior to mediation sessions, the offeror must work with OAH to ensure against the unlikelihood that there may be a conflict of interest, which might require the recusal of the individual assigned to the mediation for a specific matter. In the case of recusal, OAH will assign the case to hearing track.
- OAH will work with SDS or HCS to determine if a language interpreter might be necessary for the mediation. OAH is responsible for and will provide an interpreter, if applicable.
- Approximately two weeks after the referral and notice, the parties participate in a mediation session with the offeror.
- For expedited requests subject to 42 CFR § 431.224, the offeror must have the ability to schedule and hear expedited mediation sessions within three business days. OAH's Chief Administrative Law Judge or their delegate reviews all expedited appeals requests to determine if they qualify under 42 CFR § 431.224. If the individual qualifies, the offeror must be able to schedule the expedited mediation session within three business days. If the request does not qualify, OAH will provide notice to the individual.
- The mediation sessions do not occur in person. The offeror must be able to conduct the sessions telephonically or by Microsoft Teams or Zoom.
- The mediation sessions generally last 45 minutes per mediation. The participants included in the mediation sessions on behalf of the individual include, but are not limited to:
 - the Medicaid recipient
 - a parent, guardian, or individual with power of attorney for the individual
 - a care coordinator
 - a personal care assistant
 - other family members

- DOH participants include a DOH fair hearing representative and may include DOH program staff as well.
- A language interpreter may also be present, if applicable.
- The mediation concludes with either a settlement and a decision by the recipient to withdraw the appeal or an impasse. If a mediation session is not completed due to additional information requested or additional participation is required; a follow-up mediation session or sessions must be scheduled by the offeror. The offeror must provide OAH with the follow-up mediation session's scheduled date and OAH staff will send out a notice to the individual.
- Mediation discussions themselves are not recorded. However, records of settlements and withdrawals of fair hearing requests must be recorded. Currently, OAH utilizes the commercially available Soniclear recording system. The offeror must utilize Soniclear, or any other recording system OAH may identify during the contract term. OAH will provide access and training to the offeror to use the recording system identified by OAH, including the storage of the recording. An administrative law judge is assigned to review all recordings and issue notices of dismissal, if warranted.
- The offeror must report on the terms of successful mediations to OAH within three business days for recordings to be reviewed, and dismissals entered.
- If a mediation session is not successful, the offeror must report unsuccessful mediations to OAH within one business day so a timely hearing may be scheduled.

Because of the fast-paced nature of these mediations, the offeror must have a working knowledge of the following statutes and regulations:

- Alaska Statute 47.07.010 *et. seq.* (Medical Assistance for Needy Persons), 7 AAC 47 (General Relief and General Relief Medical), 7 AAC 100 (Medicaid Eligibility), 7 AAC 105.100 to 160.990 (Medicaid Coverage and Payment);
- 7 AAC 49 (Hearings);
- Alaska Statute 44.64 (OAH jurisdiction), 2 AAC 64 (Hearing Procedures);
- 42 USC 1396a (State Plans for Medical Assistance);
- 42 CFR 409.33 (Home and Community Based Waivers);
- 42 CFR 431.51 & 431.54; 456.3 (Relating to Care Management Program);
- 42 CFR 435.540 (TEFRA Waiver – Children with Severe Disabilities);
- 42 CFR 440.1 – 185 (general federal Medicaid requirements), 42 CFR 431.220 – 223 (hearing requirements);
- 42 CFR 447.10, 447.15 & 447.45 (Claims payment restrictions and requirements); and
- Any and all laws or regulations impacting Medicaid eligibility and extent of coverage determinations.
- Prior experience with the laws and the provisions of Medicaid benefits program in Alaska is preferred.

The offeror shall have access to confidential information, including confidential protected health information through OAH's case management system, Prolaw. OAH will provide the offeror with access

to Prolaw and train the offeror on its use. When the offeror accesses beneficiary information, it must be maintained in compliance with HIPAA and the State of Alaska Personal Information Protection Act codified at Alaska Statute Title 45, Chapter 48. A summary of the state law obligations can be found at: https://www.akleg.gov/basis/get_documents.asp?session=29&docid=65934.

REPORTING

The offeror must report deidentified metrics regarding measurable elements on the success of the mediation process to DOH on a monthly basis and to OAH annually. All deidentified data requested shall be retrievable from the offeror, based on management of the fast-track mediation, or from Prolaw. Requested metrics include, but are not limited to:

- Number of cases referred to mediation
- Number of cases actually heard in mediation
- Number of mediated cases that resulted in a withdrawal of the fair hearing request
- Number of cases referred to hearing after unsuccessful mediation
- Number of no-shows for the mediation sessions
- Number of days between assignment of mediation to closure of the case
- Average mediation length by case type
- Successful mediation rate by case type
- Administrative costs of mediation
- Days of continued benefits during mediation for each case type
- Additional retrievable metrics requested by DOH or OAH to monitor success of the fast-track mediation program

The offeror must submit the OAH annual report on January 15th (or the next business day should the 15th fall on a weekend or holiday) following the calendar year being analyzed. The results of that report will be included as part of the OAH's Chief's annual report to the Alaska State Legislature, due January 31st of each year. No report is due to OAH in the first term of the contract. If the contract is not renewed for an additional term, the offeror's report must be submitted on January 15th, addressing last year's activities.

The offeror is not required to maintain any proprietary database for monitoring these metrics. Any data the offeror may mine, gather, or report is the property of DOH or OAH, not the offeror. At the time of contract termination, any collected or extracted data by the offeror shall be returned to OAH, upon OAH's request. Both DOH and OAH maintain the right to inspect and validate the offeror's collected or extracted data, upon request.

OAH MEDIATION TRAINING

OAH may eventually take this work in-house in whole or in part, depending on its own election in consultation with DOH; the offeror must provide training to OAH administrative law judges through shadowing and participation in the mediation sessions.

ANTICIPATED AMENDMENT

If OAH chooses, OAH may execute an anticipated amendment with the successful offeror to assist OAH with fast-track mediations for Medicaid eligibility coverage determinations for the DOH, Division of Public Assistance (DPA). The offeror shall be compensated for these additional services at the case rates proposed for this RFP and collected on the Cost Proposal Form (Submittal Form F).

DPA is the state division that ensures the State of Alaska enrolls all qualified Medicaid applicants into the correct Medicaid category for which they are eligible. DPA maintains and continues the enrollment of all qualified Medicaid recipients. This anticipated amendment would include fast-track mediation for related Medicaid eligibility coverage determinations.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract for conducting mediation sessions will be from January 1, 2026, through December 31, 2026, with three one-year renewal options at the state's discretion. If OAH elects not to exercise a one-year renewal, the offeror must provide its annual report by January 15, 2027.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The offeror must provide the following deliverables:

- The offeror must provide efficient and cost effective fast-track mediation services negotiated between DOH and unrepresented individuals relevant to disputed Medicaid services and coverage.
- The offeror must have the ability to schedule and hear expedited appeals, subject to 42 CFR § 431.224, within three business days.
- The offeror must report on the terms of successful mediations to OAH within three business days so recordings may be reviewed, and dismissals entered by OAH.
- The offeror must report unsuccessful mediations to OAH within one business day so cases may be reassigned and OAH may schedule timely hearings.
- The offeror must provide an annual report to OAH summarizing the results of mediations on a calendar year basis, due on January 15th (or the next business day should the 15th fall on a weekend or holiday). The results of that report will be included as part of the OAH's Chief's annual report to the Alaska State Legislature, due January 31st of each year. No report is due to OAH in the first term of the contract. If the contract is not renewed for an additional term, the offeror's report must be submitted on January 15th, addressing last year's activities.

- The offeror must provide training to OAH Administrative Law Judges through shadowing and participation in the mediation sessions.

SEC. 3.04 CONTRACT TYPE

This contract is a Time and Materials contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments when all of the deliverables are received, and throughout the life of the contract. Each billing must consist of an invoice and itemized detail of supporting services. 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 Administration 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 3.08 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Offerors may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the offeror's location with mediations occurring telephonically or by Microsoft Teams or Zoom.

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

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

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

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

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

SEC. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

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 named in the proposal must be approved, in advance and in writing, by the project director and the 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 in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the 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 Administration or the Commissioner's designee.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

Information in each of these mediations concerns the delivery of health care services and as such contain confidential personally identifiable information and confidential health and financial information. The offeror must be able to maintain the confidentiality of this information in compliance with Federal and State law.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to

the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.16 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where

applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate

SEC. 3.17 TERMINATION FOR DEFAULT

- a. 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 the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this 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 part of their proposal. An electronic copy of the forms is posted along with this RFP.

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.

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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	3
Submittal Form C – Understanding of the Project	3
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus 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 following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed. For each individual that will conduct the mediations, the offeror must describe the individual's experience as set out in Sec. 1.04.

If applicable, offerors must provide details of any prior experience with the laws and the provisions of the Medicaid benefits program in Alaska. While not mandatory, prior Alaska-specific experience is preferred and will be scored one additional point during evaluation.

Offerors must also provide three Client Reference Forms, attached to this RFP, which provide reference names and phone numbers for similar projects the offeror's firm has completed.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 INTERVIEWS

The state will conduct interviews with the offerors who have scored above the natural point break with the highest ranking after evaluation and scoring of technical proposals is completed. Interviews will be held with a representative or representatives of the offeror that must include individual(s) assigned to accomplish the work on Submittal Form B. No substitutes or proxies will be allowed. Individuals who fail to attend the interview at the date and time scheduled will be given a “0” score.

Each offeror’s interview will be scheduled for 60 minutes. Interviewees are prohibited from making any reference to their proposed cost/fee. Interviewees may bring notes for their personal use, but presentation materials or handouts to the reviewing panel may not be provided. 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.

Interviews will be conducted via Microsoft Teams. If selected for an interview, the state will notify the offeror of the time and date the interview is scheduled. The state anticipates giving approximately five-day notice of interview date and time.

The State will strictly enforce the 60-minute time limit.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form. Proposed costs must include the offeror’s costs per initial mediation, follow-up mediations that do not conclude in one session, mediations in which the unrepresented respondent does not appear, and the reporting to DOH and OAH. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, all labor and overhead costs. 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. Specifically, OAH may not be additionally charged for the use or maintenance of an offeror-provided database.

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 the Technical portion of all 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) PEC will conduct interviews with proposed personnel. PEC members will score each individual using the personnel interview evaluation forms and will provide their interview scores to the procurement officer.
- 8) After interviews, the PEC may also hold a new PEC meeting, chaired by the procurement officer, to allow discussion regarding the interview scoring. If held, this PEC discussion shall be limited to the scores awarded specifically for the interview scoring phase prior to finalizing their scores. No cost information will be shared or provided to the PEC.
- 9) The evaluators will submit their final interview scores to the procurement officer, who will then compile the scores and calculate the points awarded as set out in Section 5.03.
- 10) 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.
- 11) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 12) 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

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	115
Understanding of the Project	(Submittal Form C)	115
Methodology Used for the Project	(Submittal Form D)	115
Management Plan for the Project	(Submittal Form E)	115
Interviews		40
Total		500

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

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points 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:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) Do the individuals assigned to the project have the prior experience required under Section 1.04?

- d) How extensive is the applicable education and experience of the personnel designated to work on the project?
- e) How extensive is the individual's understanding of Alaska-specific aspects of Medicaid eligibility and coverage determinations? If the individual or individuals have that expertise, provide one additional point to the scoring of this section.
- f) Do the individuals have experience working with people from a variety of cultural backgrounds for whom English may not be the most accessible language?

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology reasonably support the time schedule in the RFP?
- 4) Does the methodology maintain the privacy, security, and confidentiality of individually identifiable information in compliance with HIPAA and the Alaska Personal Information Protection Act?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) What plan does the offeror and/or assigned personnel have in place to ensure the privacy, confidentiality, and security of individually identifiable information, in compliance with HIPAA and the State of Alaska Personal Information Protection Act?
- 7) Does it appear that the offeror can meet the schedule set out in the RFP?
- 8) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 9) To what degree is the proposal practical and feasible?
- 10) To what extent has the offeror identified potential problems?
- 11) Is the proposed project team reasonably sufficient in resources to accomplish the project? I.e. are there enough people allocated and dedicated to the project, without conflicts or capacity issues?

SEC. 5.08 INTERVIEWS

PEC will conduct interviews as described in Section 4.08 from the offerors who have scored above the natural point break with the highest ranking.

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

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.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.10 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

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, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The 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. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The 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. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a

new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If the contract negotiations take place, they will be held via Microsoft Teams.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all 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:

[Application Of Preferences](#)

- 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(I)

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. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

Alaska Military Skills Program Preference Certification

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

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of proposal submission. Offerors must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the offeror not receiving the Military Skills Program Preference.

SEC. 6.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 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. 6.19 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. 6.20 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 counteroffer 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 it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.21 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. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.

3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.

SEC. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.25 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. 6.26 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. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.20 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. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 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.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Form A – Offeror Information and Certifications (seven pages);
- 2) Submittal Forms B – E (four pages);
- 3) Submittal Form F - Cost Proposal (one page);
- 4) Standard Agreement Form with Appendices A - D (10 pages);
- 5) Client Reference Form (three pages).