

STATE OF ALASKA REQUEST FOR PROPOSALS



RURAL ALASKA EMS IMPROVEMENT PHASE V

RFP 2026-1600-0130

ISSUED 10/30/2025

The Dept. of Health, Alaska office of EMS (AOEMS) is seeking a contractor to continue implementing the 2050 road map and vision to further enhance Alaska's EMS system's reliability, viability, and sustainability and to meet the needs of Alaskans.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH

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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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Public Health (DPH), Alaska Office of EMS (AOEMS), is soliciting proposals for a contractor to suggest, create, support and complete projects that follow the established EMS roadmap and move the Alaskan EMS system towards its goal of “Alaska EMS is a critical component of an integrated healthcare system that is evidence-informed, driven by its communities, and provides culturally relevant, person-centered services that are reliable, viable, and sustainable.” Projects should fall under one or more of the 2050 roadmap categories: patient care, community and stakeholder engagement, system governance, data-informed decision making, funding, workforce, and technology.

SEC. 1.02 BUDGET

Department of Health, Division of Public Health, estimates a budget of \$700,000 to \$1,250,000.00 dollars for the entire duration of this contract, including all renewal options if exercised. There is no minimum or maximum amount of work guaranteed under this contract; the volume of work will be determined by DOH based on its needs and available funding.

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 2:00pm prevailing Alaska Time on November 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 E – Mandatory Requirements. Failure to meet all these requirements will result in immediate disqualification.**

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer 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 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, the state recommends sending it 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 procurement officer 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		10/30/2025
Deadline to Submit Questions		11/16/2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00pm	11/26/2025
Proposal Evaluations Start		11/28/2025
Interviews Complete		12/19/2025
Notice of Intent to Award		12/31/2025
Contract Issued		1/12/2026

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 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

Emergency Medical Services (EMS) in Alaska were formally organized in 1973, but are no longer optimized for modern healthcare standards, funding mechanisms, or fully meeting the needs of Alaskans needing emergency response services. Rural Alaska poses unique challenges for emergency medical services, including its vast transport distances, extreme geography and climate, limited road system, and sparse population. To better meet the needs and mitigate challenges, the Alaska State Office of EMS has led a multi-year phased improvement approach of assessment, stakeholder collaboration, a comprehensive visioning process, and an agreed upon roadmap to achieve the vision that will result in improvements to Alaska’s EMS system through 2050 and beyond.

In phase 1, the State Office of EMS coordinated an in-depth statewide EMS assessment through a vendor contract with national experts in EMS system evaluation and transformation. The final report, released in August 2021, documented the current state of the state’s EMS system, evaluated future opportunities, and envisioned a path to change. EMS stakeholders were instrumental in the assessment process, and included over 100 emergency medical service agencies in seven regions providing a wide range of response, clinical care, and transportation capabilities to residents of the state of Alaska and its visitors. *The Assessment of Emergency Medical Services in the State of Alaska, SafeTech Solutions, Aug 2021* is attached to this RFP as additional information.

In Phase 2, the State Office of EMS convened stakeholders to engage in a visioning and road mapping process to determine a vision for Alaska EMS in 2050. The vision for 2050 is that EMS is an essential service that provides for the life, health, and safety of all Alaskan communities. The roadmap outlines the process for achieving the vision with goals falling under the following categories: patient care, community and stakeholder engagement, system governance, data-informed decision making, funding, workforce, and technology.

Phase 3 focused on the development of assessment tools and training to enable regional EMS directors to evaluate the health of the agencies in their service area. Phase 4 is a set of “train the trainer” activities where EMS regional directors will learn to complete more in-depth onsite assessments for at-risk agencies who are ready to make systemic changes to their organization.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Contractor will suggest, create, support and complete projects that follow the established EMS roadmap and move the Alaskan EMS system towards its goal of “Alaska EMS is a critical component of an integrated healthcare system that is evidence-informed, driven by its communities, and provides culturally relevant, person-centered services that are reliable, viable, and sustainable.” Projects should fall under one or more of the seven (7) below 2050 roadmap categories:

1. Patient care:

- a. Create, maintain, and fund culturally appropriate structures and processes to support the clinician and clinical environment that achieves the Vision.
- a. Develop strategies to identify and close gaps in clinical care and clinical systems.
- b. Support providers of all pre-hospital care levels in the clinical environment.
- c. Collect and utilize data and experience to drive care practices and strategies.
- d. Require an engaged, prepared, and informed physician medical director for EMS systems.
- e. Create appropriate systems to evaluate care against best practices and evidence-informed guidelines.
- a. Involve communities in making value-based decisions about sustainable levels of care and clinical practices.
- a. Support EMS agencies and their local healthcare systems in integrating clinical care practices and information.

2. Community & Stakeholder Engagement:

- a. Provide culturally relevant, person-centered services within the community.
- b. Develop and agree upon a shared story of critical EMS needs as they relate to the Vision.
- c. Identify, engage, inform, and educate stakeholder groups’ needs and wants, and articulate the role EMS plays/could play in meeting those needs and wants.
- d. Develop, strengthen, and deepen both traditional and non-traditional relationships and partnerships.

3. System Governance

- a. Define EMS in Alaska as an essential service with clarity about who is required to provide the service, what baseline service is required to be provided, and how the services will be funded.
- b. Update, modernize, and/or create an agile regulatory environment, within the context of local self-determination, to support the Vision: Align Alaska with national certification levels.
- c. Become an EMS Compact State (REPLICA).
- d. Advocate for reform of the EMS financial and reimbursement systems.
- e. Establish baseline expectations for EMS agencies.
- f. Create tools and resources to meet baseline expectations.
- g. Align the work of advisory bodies and committees of influence to the Vision.
- h. Delineate the roles and responsibilities EMS system’s regions, advisory bodies, and committees.
- i. Ensure Alaska EMS is represented at the national level and embed EMS within local, regional, state, and national organizations and activities.

4. Data Informed Decision-Making

- a. Create a clear and compelling “why” for the collection and use of data.
- b. Develop toolkits, benchmarks, and model key performance indicators for the use of EMS data.
- c. Cultivate a data and information environment that supports research and end-user value, such as clinical decision support, clinical and patient- reported outcomes, etc.
- d. Position Alaska to be amongst the leaders in rural and frontier EMS research.

5. Funding

- a. Determine the gap in funding between the true cost of providing EMS in Alaska as it operates today, and as it would need to operate as envisioned in 2050.
- b. Develop agreement and buy-in on the foundational level cost of EMS. Maximize currently available financial resources and revenue streams. Create and leverage non-traditional financial resources and revenue streams.
- c. Provide the necessary funding for regional activities that support the Vision. Advocate for reform in EMS funding, payment, and reimbursement systems. Research, identify, and reduce duplication of costs.

6. Workforce

- a. Gather the information necessary to understand the data and trends associated with recruiting and retaining the EMS workforce.
- b. Encourage strategies to recruit and retain a workforce that reflects the demographics of the population served.
- c. Promote parity for recognition and compensation of the EMS workforce. Provide the financial resources necessary to maintain the EMS workforce required to achieve the Vision.
- d. Cultivate an EMS culture that supports high recruitment and retention by investing in EMS leaders and leadership development.
- e. Embed EMS workforce needs and programs and strategies associated with recruitment and retention, in the larger planning process.
- f. Recognize and promote the need for work/life balance and mental health resiliency.
- g. Support and assist a transition from the volunteer model where and when appropriate.

7. Technology

- a. Assure equitable and reliable access to information/communication systems, and infrastructure sufficient to accomplishing the Vision.
- b. Promote universal availability and access to redundant emergency communication systems and equipment.
- c. Promote statewide access Public Service Answering Points equipped with Emergency Medical Dispatching and pre-arrival instructions.
- d. Leverage telemedicine and the concepts of remote/virtual care.
- e. Create an environment where EMS stakeholders are present when infrastructure and technology decisions are made locally, regionally, and at the state level.
- f. Identify and leverage infrastructure that protects the EMS worker and provides for their safety.
- g. Ensure bidirectional exchange of information and patient outcome data through the use of integrated information systems.

Anticipated Projects within the first term:

In the first two years of the contract period, the contractor will focus on assisting EMS Regional Directors to implement “Stoplight Assessments” of rural EMS agencies to evaluate strengths, weaknesses, and risk of closure. The contractor will then provide solutions to ensure agencies remain sustainable.

In addition to the Stoplight Assessments, the contractor should plan to conduct three focused in-person site assessments per year to provide expert guidance to agencies that need assistance to remain viable. The contractor will also work closely with Regional Directors to assist them in their transition to technical assistance agencies. This could include prepping Regional Offices to provide operations support, grant writing and funding assistance, training and education, information on regulatory compliance, data collection and analysis, and strategic planning and sustainability consulting.

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. The contractor will be required to support Alaska’s Office of EMS, EMS agencies and regional councils with quality, financial, and operational improvement.
 - a. Suggest, create, support, and complete projects that create meaningful improvement in one of the seven (7) categories outlined in the Sec. 3.01, Scope of Work, including completing stoplight assessments, focused assessments, and assisting Regional EMS Offices to transition to technical assistance agencies.

DOH may negotiate the scope of work for suggested projects. For such projects, DOH and the contractor may establish one of the following agreements, to be documented and signed by both parties before the work begins:

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

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

The aggregate cost of all individual projects and work billed hourly shall not exceed the not-to-exceed value of the contract unless an adjustment is made in accordance with Section 3.14 and 3.15.

- b. Coordinate yearly with Project Director and Flex Program Director on the establishment of work plan goals, activities, and desired outcomes to submit for HRSA approval.
- c. Submit quarterly reports that summarize activities completed towards achievement of the goals and objectives.

- d. Track as appropriate the process and outcome measures as defined in the HRSA-approved work plan as well as any additional information needed for the annual HRSA Performance Improvement Measurement System (PIMS) report.
- e. Participate in monthly teleconferences to review site visits, assessments, and any ongoing activities, and bring forth any issues or concerns for discussion and solution.
- f. Inform Project Director of dates, agendas, and learning objectives of any events, both face-to-face and webinar, at least two weeks prior to the scheduled events as outlined in HRSA-approved work plan.
- g. Provide performance information to be included in any federally required reporting, at least two weeks prior to the report due dates. Flex Coordinator will provide the federal report templates to the contractor as soon as they become available.
- h. Ensure that all Flex-funded or partially funded programs (meetings, brochures, agendas, registration, webinars, announcements, newsletters, etc.) be labeled in accordance with Uniform Guidance Requirements.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for two (2) years with the option to renew for four (4) additional two (2) years terms under the same terms and conditions as the original contract. Renewal options are at the sole discretion of the State.

The contract may be extended to allow for completion of already started projects. However, no new projects may be started within the last year of the contract unless they can be reasonably completed prior to contract expiration. No new projects may be started during a contract extension period. The cumulative amount for all projects must stay within the contracts not to exceed dollar amount.

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

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule for each approved project. 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 hourly rates will remain firm through the first term.

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 (January through June OR July through December 20__); and each (January through June OR July through December 20__ 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 location(s) the work is to be performed, completed and manage is at the contractor's workplace.

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

Travel

Travel may be required for projects on this contract. When required, the project director will notify the contractor and all travel must receive prior approval from the project director.

Depending on the project, travel related costs may be billed as a pass-through charge and paid in accordance with the Alaska Administrative Manual (AAM) 60, which allows for reimbursement for coach airfare, lodging cost, ground transportation cost (rental car, taxi, parking, etc.) and meal and incidental expenses. The contractor will use good faith, diligent effort to minimize airfare and lodging costs, and for meal and incidental expenses, the contractor will be paid \$60 per day per employee that is traveling. All costs referenced herein must be itemized and added as separate lines on the invoice.

No reimbursement shall be made for alcoholic beverages, entertainment, or what might be otherwise considered normal living expenses.

In a situation where travel must be extended because contractor's personnel is weathered in or delayed from return due to another natural disaster, the contractor will be allowed to bill for travel costs in accordance with this section. No additional charges shall be allowed.

All Work in United States

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 will not be allowed.

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 CONTRACT PERSONNEL

Any change of the project team members 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. 3.13 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. 3.14 CONTRACT CHANGES - ANTICIPATED AMENDMENTS

During the course of this contract, the Department of Health may secure additional funding for projects on this contract. The additional funding may only be acquired and added for the initial and renewal terms. Any funding secured for the last renewal of the contract must be for projects that can be reasonably completed before contract expiration. No additional funding may be secured for an extension of the contract. If additional funding is secured, it will be added to the contract via written and signed contract amendment, approved by the Commissioner of the Department of Health or the Commissioner's designee.

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 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.

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.

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
Submittal Form B – Experience and Qualifications	5
Submittal Form C – General Contract Plan	8
Submittal Form D – Example Project - Educational Program	5
Submittal Form E – Mandatory Requirements	N/A
Submittal Form F – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

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

The Submittal Form also requests the following information:

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

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 their specific experience in working with stakeholders on EMS workforce resiliency and mental health, working with remote and off-road EMS agencies, and working with tribally owned and operated healthcare systems and Alaska's rural and frontier areas.

Offerors must also 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 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.

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 (2) pages and are excluded from the page limit for this section.

Offerors must provide three (3) letters of reference from different state EMS offices for state-level work performed within the last ten (10) years. Letters of references may not exceed two (2) pages each and are excluded from the page limit for this section. The work must have had a significant focus on the provision and support of rural and frontier EMS services. The following are examples of work areas:

- Statewide EMS system assessments that include rural and frontier areas
- Quality Improvement for low-volume remote agencies
- Workforce development that includes working with volunteers
- Reimbursement and sustainable funding strategies for low-volume remote agencies
- Facilitated planning and consultation services for low-volume remote agencies
- Community and stakeholder engagement for low-volume remote agencies
- EMS policy and licensure requirements

- ✓ Important: the reference form attached to this RFP, titled "RFP 2025-1600-0130 – Reference Form" must be completed by each reference and submitted directly to the procurement officer, **not** to the offeror. The reference form must be completed by someone who was directly and heavily involved with the related project and not by any third-party representatives or consultants of the agency.

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

SEC. 4.05 GENERAL CONTRACT PLAN (SUBMITTAL FORM C)

Offerors must provide their general contract plan to include their understanding, methodology, and management plan of the contract as follows:

1. Detail their understanding of the requirements of the contract and how they will meet the state’s needs.
2. A comprehensive overview of the management plan and methodology you will use to approach the types of projects outlined in the scope of work.
2. Describe your strategy for engaging stakeholders and partners, including methods for gathering input, facilitating collaboration, incorporating feedback into project development and implementation, and supporting Tribal consultation.
3. Detail the resources that will be available to the state, including key personnel, their roles and responsibilities, and their qualifications. Explain how you will ensure that the necessary expertise is available and effectively utilized throughout the contract.
4. Provide a plan for ensuring the quality of projects. Describe methods for monitoring progress, evaluating outcomes, and making necessary adjustments to meet projects objectives. Include strategies for maintaining high standards of performance and accountability.
5. Outline your communication strategy with DOH, including the frequency and format of updates, progress reports, and meetings. Explain how you will ensure clear, transparent, and effective communication with DOH staff and other stakeholders.
6. Highlight any innovative approaches or best practices that will be incorporated into your work. Explain how these practices will enhance project outcomes, improve efficiency, and add value to DOH operations.
7. Describe your ability to adjust deliverables and timelines based on projects needs, stakeholder feedback, and evolving project plans. Provide examples of your flexibility in managing changes and providing innovative solutions to emerging challenges.
8. Provide an outline of potential projects envisioned for the 2050 roadmap
9. Identify any potential issues, risks, or problems they foresee with this project and how they will address them.

SEC. 4.06 EXAMPLE PROJECT - EDUCATIONAL PROGRAM (SUBMITTAL FORM D)

An initial project for the contractor may be a bootcamp-style educational program for Regional EMS Directors or EMS Agency staff from rural areas (anticipated ten individuals). The DOH envisions intensive, short-term learning session, designed to quickly build skills and abilities that can be used immediately. Topics would include workforce, billing and finance, leadership, partnership, operations, and mental health and resilience.

Offerors must provide the following:

1. Provide a detailed list of the educational sessions you would suggest as being key to an agency’s reliability, sustainability, and viability. Describe learning objectives for each suggested session.
2. Outline a comprehensive project management plan that demonstrates how you will ensure the timely and effective execution of the bootcamp project. Please include a timeline for the project.

-
3. Describe your strategy for engaging stakeholders and partners, including methods for gathering input, facilitating collaboration, incorporating feedback into project development and implementation, and supporting Tribal consultation.
 4. Describe how you will determine if the project is successful. What key indicators will you be tracking to ensure that learning objectives were met?
 5. Detail the resources that will be allocated, including key personnel, their roles and responsibilities, and their qualifications. Provide a staffing plan to accomplish the outlined project plan.
 6. Outline your approach to communication with DOH, including regular updates, progress reports, and meetings. Describe how you will ensure clear and transparent communication throughout the project.

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

SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

Offerors must complete and submit this Submittal Form.

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

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 5.04 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may prioritize the proposals, and the state may conduct interviews with the top-rated offerors.
- 9) The PEC will evaluate and score the interviews, and the procurement officer will compile the final scores.
- 10) The state may then conduct contract negotiations with the most advantageous offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

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

Technical Criteria	Weight
Experience and Qualifications (Submittal Form B)	200
General Contract Plan (Submittal Form C)	125

Example Project – Educational Program	(Submittal Form D)	125
Interviews		250
	Total	700

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

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate offeror’s proposal on how well they demonstrated the requested information in Sections 4.04 through 4.06 and assign a single score for each section. Offerors’ responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

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

Offeror 1 was awarded 75 points:

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

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

Offeror 2 was awarded 50 points:

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

Combined PEC Score (20) x 2.5 = 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 CONTRACT COST (COST PROPOSAL)

Overall, **20%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

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. 5.05 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- Alaska Products Preference – AS 36.30.332
- Recycled Products Preference – AS 36.30.337
- Local Agriculture and Fisheries Products Preference – AS 36.15.050
- Employment Program Preference – AS 36.30.321(b)
- Alaskans with Disabilities Preference – AS 36.30.321(d)
- Alaska Veteran’s Preference – AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

SEC. 5.06 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror’s current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 5.07 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.08 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

Alaska Military Skills Program Preference Certification

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

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. 5.09 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SEC. 5.10 SHORTLISTING

After proposals have been prioritized, the state may shortlist and interview the top two (2) highest ranking offerors. The state may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

SEC. 5.11 INTERVIEWS OF CRITICAL TEAM MEMBERS

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

Interviews are expected to last approximately 60 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fees.

Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews. The PEC will score each interview individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

If an offeror is selected to participate in an interview, the procurement officer will notify the offeror of the date and time these will be scheduled. The state anticipates providing a minimum of one week's notice to the offerors that are selected for interviews, however the state does not guarantee a minimum or maximum amount of time for the notice.

SEC. 5.12 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. 5.13 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. 5.14 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 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.02 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. 6.03 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. 6.04 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.05 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. 6.06 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. 6.07 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. 6.08 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. 6.09 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.

The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.10 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. 6.11 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. 6.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.07 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. 6.13 SOLICITATION ADVERTISING

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

SEC. 6.14 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. 6.15 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.13, 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. 6.16 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP Section 5.13, 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. 6.17 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. 6.18 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.

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Forms A – E
- 2) Submittal Form F - Cost Proposal
- 3) RFP 2026-1600-0130 – Reference Form
- 4) Example Standard Agreement Form - Appendix A
- 5) Vision for 2050 Road Map
- 6) *The Assessment of Emergency Medical Services in the State of Alaska, SafeTech Solutions, Aug 2021*