STATE OF ALASKA
REQUEST FOR PROPOSALS

MEDICAID ADMINISTRATIVE CLAIMING (MAC) TIME STUDY

RFP 2026-1600-0208

ISSUED AUGUST 14, 2026

The State of Alaska seeks a vendor to implement and operate a stratified time-study infrastructure for Medicaid Administrative Claiming. This will include managing the infrastructure and quarterly cost pool and providing training, quality assurance, quality improvement, and a platform for reporting and invoicing.

ISSUED BY:	PRIMARY CONTACT:
DEPARTMENT OF HEALTH	ANNELIESE ZLITNI
DIVISION OF SENIOR AND DISABILITIES SERVICES	PROCUREMENT OFFICER
	anneliese.zlitni@alaska.gov

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 State of Alaska (SOA) Department of Health (DOH), Division of Senior and Disabilities Services (SDS), is soliciting proposals to implement and operate a stratified time-study infrastructure for Medicaid Administrative Claiming (MAC). This will include managing the infrastructure and quarterly cost pool and providing training, quality assurance (QA), quality improvement (QI), and a platform for reporting and invoicing.

SEC. 1.02 BUDGET

DOH, SDS estimates a budget of between $3,000,000.00 and $4,000,000.00 for completion of this project. Proposals priced at more than $4,000,000.00 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 p.m. prevailing Alaska Time on **September 4, 2026.** Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements.** (See Attachment 1 – Submittal Forms A-F.) 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 must be made in writing and received by the procurement officer at least ten (10) 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 (10) days before the deadline for receipt of proposals.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. 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 twenty-five megabytes (25mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25mb.

Please note that email transmission is not instantaneous. When emailing your proposal, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten (10) 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

The 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 prevailing Alaska time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 14, 2026
Pre-Proposal Conference	11:00 a.m.	August 20, 2026
Deadline to Submit Questions	5:00 p.m.	August 25, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	September 4, 2026
Proposal Evaluations Complete		September 10, 2026
Notice of Intent to Award		September 10, 2026
Contract Issued		September 21, 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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:00**, prevailing Alaska time, on **August 20, 2026.** The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/28663644596583?p=lVyBMYqB056tx4dSiT
Meeting ID: 286 636 445 965 83
Passcode: BJ2VE6AG

Need help? | System reference
Dial in by phone
+1 907-202-7104,,859308046# United States, Anchorage
Find a local number
Phone conference ID: 859 308 046#
Join on a video conferencing device
Tenant key: 260748889@t.plcm.vc
Video ID: 115 920 512 8
More info
For organizers: Meeting options| Reset dial-in PIN

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

SDS currently has two MAC structures that provide a necessary and vital revenue source for multiple programs These MAC structures include a random-moment time study (RMTS) administered by an external software vendor and a set activity reimbursement model.

Infant Learning Program (ILP) agencies are reimbursed at a set rate for eligible activities that include: providing Medicaid outreach to families with children aged birth to three; facilitating Medicaid applications; and arranging transportation.

SDS is in the process of streamlining these and implementing a single, consistent time-study methodology for all programs to improve quality assurance and ensure compliance with state and federal audits and requirements. (See Attachment 4 – MAC Operations Manual).

Many agencies currently participating in MAC through SDS are small organizations with very few staff. SDS has identified limitations with the current MAC structures. Using a truly random distribution often leads to an inconsistent number of samples per agency and/or staff. SDS intends to implement a stratified sampling method to ensure that each agency and its staff are adequately represented.

This stratified sampling method will establish new MAC codes to ensure that MAC covers all activities that contribute to the efficient and effective administration of the Medicaid program.

SDS is additionally working with partner agencies to expand its information and referral network, referred to as the No Wrong Door (NWD) network. Many agencies in Alaska's NWD network already participate in MAC through SDS. SDS anticipates adding new agencies in the future as this project continues.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 CRITICAL GOALS AND OBJECTIVES

The critical goals and objectives of this contract are:

1. Implement initial infrastructure and updates: SDS intends to implement a stratified time study and an integrated system that documents all costs at the individual staff level. The contractor will design and implement this solution.
2. Ongoing operation: The contractor will operate the time study on an ongoing basis.
3. Provide a system to document and track participating agencies' time, costs, and other relevant information to ensure compliance with state and federal requirements.
4. Provide a system to accurately calculate each participating agency's Medicaid administrative expenditures to be claimed for federal matching funds.
5. Provide the ability to generate reports on all data collected as a part of the time study.
6. SDS currently has twenty-two (22) agencies and approximately one hundred seventy-five (175) staff participating in a MAC RMTS. The contractor will transition these agencies into the updated stratified time study, including detailed documentation of each agency's cost pool.
7. Support, evaluate, and onboard new agencies prior to incorporating them into the ongoing time study.
8. Update MAC manual.
9. Implement Public Assistance Cost Allocation Plan (PACAP) amendments that are consistent with the new time-study methodology.

SEC. 3.02 SCOPE OF WORK

1. SDS seeks to implement a stratified RMTS for programs and agencies participating in MAC that complies with all state and federal requirements.
2. The selected contractor will:
    a. implement and maintain a software solution to administer a stratified RMTS;
    b. provide training to State staff and participating agencies; and
    c. manage the ongoing operations of the MAC time study to include the cost pool.

SEC. 3.03 DELIVERABLES

The selected vendor will provide administrative services for DOH, SDS as follows:

1. Implement and maintain a software solution to administer a stratified RMTS:
    a. Customize and implement a system that administers a twice-daily, stratified RMTS. This will include a system to randomize, schedule, and distribute surveys to staff and agencies participating in the time study. This system must have the following capabilities:
        i. Customize the number of surveys sent per day; days of the week; and time parameters for stratification (e.g., between 8:00 a.m. 4:00 p.m.);
        ii. Randomize the survey by individual staff and identify the date, hour, and minute that it must be sent;
        iii. Transmit surveys via email and/or text message;
        iv. Allow for the completion of surveys via web browser on devices including desktop computers, laptop computers, tablets, and cell phones;

        v. Identify the staff completing the survey, including name, agency, random moment time, and time of completion, without need for the staff to directly input the information into the survey;
        vi. Allow for dynamic updates and incorporate all codes, sub-codes, text fields, and other elements identified by SDS;
        vii. Allow for a process to update the staff participating in the time study on an ongoing basis; and
        viii. Allow for SDS staff to preview and review the time study survey prior to implementation.
    b. The system must additionally include the ability to create and schedule regular reports that will be used for ongoing quality assurance by both participating agencies and SDS. These reports must include:
        i. At the individual staff level, summarize the timeliness of responses; number of missing surveys; code and sub code selection; and percentage of Medicaid related time;
        ii. Provide all raw data from the survey for a specified time frame; and
        iii. Identify a five (5) percent sample for local agency quality review and include mechanisms for documenting and verifying supervisor review.
    c. Initial implementation of the system must be complete, and all users must have access, by January 2, 2027, also known as the "go-live date."
2. Provide a cost pool methodology to document all MAC-related costs at the individual employee level, to include:
    a. A tool for participating agencies to document expenditures across budget categories at the individual staff level, completed quarterly, that is consistent with SDS's PACAP amendment. The tool must provide for identification of fund source (federal, local, state, etc.).
    b. A statewide quarterly cost pool integrating cost and RMTS data, from all participating agencies, that calculate the requested reimbursement amount for the agency.
    c. The possibility to include an administrative fee allotted to SDS to cover the costs of operating the MAC infrastructure.
3. Provide training to State staff and participating agencies as follows:
    a. Develop training materials and provide training that outline the RMTS and the cost pool. Collaborate with SDS to deliver this training to relevant stakeholders. This will include:

        i. a written training manual that broadly describes the function and procedures of the time study and outlines the following:
            1. description of MAC;
            2. description of the time study process;
            3. overview and definitions of each of the time-study codes and subcodes;
            4. step-by-step guidance for completing the time study; and
            5. a cost pool section that details:

                a. a description of the eligible costs;
                b. methodology for incorporating these costs into the cost pool that aligns with the PACAP;
                c. descriptions and examples of costs that are and are not eligible to use as match; and
                d. step-by-step guidance for completing the cost pool.

    ii. training and written training materials for State staff on the operation and administration of the time study; and
    iii. training and written materials for end-users participating in the time study on all applicable codes, time-study procedure, and allowable activities that are:
    iv. provided for all users upon initial enrollment into the time study.

b. Provide training and written training materials for participating agencies on how to document and submit the cost pool, including detailed information about allowable costs, that are:
    i. provided for all users upon initial enrollment into the time study; and
    ii. provided annually, at a minimum, as refresher training.

c. Review training materials twice per year, at a minimum, to ensure compliance with all applicable state and federal requirements;
d. Participate in quarterly meetings with State staff and participating agencies for the first year to ensure successful implementation and adherence to the time study and cost pool parameters;
e. Training materials must be ready for review by State staff no more than thirty (30) days prior to the initial implementation, i.e., go-live date (reference date in 1c); and
f. Training must be provided to all users no later than one week prior to the go-live date (reference 1c above).

4. Manage the ongoing operations of the MAC time study as follows:
    a. Managing the ongoing operations to include the following:
        i. managing the RMTS infrastructure;
        ii. managing the quarterly cost pool; and
        iii. reporting, monitoring, and continuous quality improvement

    b. Managing the RMTS infrastructure as follows:
        i. establish and maintain a roster of staff participating in the RMTS by agency;
        ii. add and remove staff from RMTS on a regular basis as appropriate;
        iii. ensure that time studies are delivered on the correct date and time for each participant;
        iv. operate a help desk to respond to questions and feedback from RMTS participants;
        v. provide refresher training to all RMTS participants, annually at minimum on all applicable codes, time-study procedure, and allowable activities; and
        vi. adjust time study codes, definitions, and other functions as needed, revise the MAC manual and training materials as necessary, with a review annually at minimum.

    c. Managing the Cost Pool
        i. Work with local agencies to complete and submit their quarterly cost reports using the approved methodology and with designated deadlines;
        ii. Compile time study information to derive the percentage of Medicaid related time for each agency;
        iii. Compile quarterly cost reports from local agencies and other RMTS participants into a statewide cost pool;
        iv. Determine the reimbursement request statewide and for each participating agency;
        v. Verify, finalize, and submit the quarterly cost pool

vi. For participating agencies, revise training and written training materials on how to document and submit the cost pool, including detailed information about allowable costs, with a review annually at minimum.
vii. Provide refresher training to all agency staff involved in the cost pool, annually at minimum.

d. Reporting, Monitoring, and Continuous Quality Improvement: The selected contractor will implement quality assurance process that must include a review of at least five (5) percent of all samples and responses by each participating agency. The selected contractor will review and verify the accuracy of each local agency's quality review and provide feedback and technical assistance to correct any outstanding issues.
e. The ongoing management of the system has routine deadlines that must be met each calendar quarter by the contractor, including:

i. At the individual staff level, summarize the timeliness of responses; number of missing surveys; code and code selection; and percentage of Medicaid related time;
ii. Provide all raw data from the survey from a specified time frame;
iii. Identify a five (5) percent sample for local agency quality review and include mechanisms for documenting and verifying supervisor review;
iv. Compile time study information to derive the percentage of Medicaid related time for each agency;
v. Determine the reimbursement request statewide and for each participating agency; and
vi. Verify, finalize, and submit the quarterly cost pool.

5. Evaluate, orient, and onboard new agencies prior to incorporating them into the ongoing time study:
   a. Participate with SDS in evaluating potential new agencies for their appropriateness in becoming part of the MAC time study;
   b. Orient new agencies, providing data and information on MAC to help them make their decision on joining the MAC time study;
   c. Onboard new agencies, providing training and training materials on both the RMTS and the Cost Pool submission, as outlined in deliverable two.
6. Incorporate new agencies into the ongoing maintenance and operation of the MAC time study and cost pool, as outlined in deliverable three (3).

SEC. 3.04 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT Contractual Requirements are provided as Attachment 2 - Submittal Form G. The offeror must complete this form in accordance with the provided instructions. Each item provides choices via drop down menu and a column for further explanation.

SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **September 21, 2026**, through **September 20, 2028**, with the option to renew for four (4) terms, of two (2) years each, under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

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

SEC. 3.06 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.07 PAYMENT PROCEDURES

The State will make payments based on a monthly payment schedule. Each billing must consist of an invoice (included in contractor's email as an attachment) and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

SEC. 3.08 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. 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.

For agreements over $500,000, under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within thirty (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. 3.09 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). The contractor may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: https://doa.alaska.gov/dof/vendor.html.

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

SEC. 3.10 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the end of the two- (2-) year initial term.

The contractor may request price adjustments, in writing, no sooner than twenty-four (24) months from the contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. Al requests must be in writing and must be received thirty (30) days prior to the contract renewal date.

a) If the contractor fails to request a CPI price adjustment thirty (30) days prior to the contract renewal date, the adjustment will be effective the first day of the month that follows thirty (30) days after the State receives their written request.

b) Price adjustments will be made in accordance with the percentage change in the U.S. department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
c) The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported second half (July through December) and each (July through December 2026 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 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. 3.11 LOCATION OF WORK

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

Travel will not be required for this contract.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor 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. 3.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 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. 3.15 F.O.B. POINT

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

SEC. 3.16 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 or procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

SEC. 3.17 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. 3.18 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 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. 3.19 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:

All information gathered through the time-study and related surveys shall be considered confidential information.

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 thirty (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. 3.20 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. 3.21 INSURANCE REQUIREMENTS

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

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

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

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

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

SEC. 3.22 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 or Appendix E, 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, add elements such as business logos, 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 links or marketing information** in the proposal or it may be removed by the procurement officer prior to the proposals being sent to the proposal evaluation committee (PEC).

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 ten (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 – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	10
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G – IT Contractual Requirements	N/A
Submittal Form H – Cost Proposal	N/A

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

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

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

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

The Submittal Form also requests the following information:

a) The complete name and address of offeror's firm along with the offeror's Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

g) Alaska preference qualifications.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail, in narrative form, on their specific experience:

- administering MAC studies. This experience must include managing the time-study infrastructure; managing the quarterly cost pool; providing training to participating agencies; providing quality assurance and continuous quality improvement; and
- providing a platform for reporting and invoicing; and their capacity to operate a stratified random moment time study.

Offerors must also provide detail, in narrative form, 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. Offeror must include a resume for the primary project manager.

Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Note that the above are separate requirements than what is listed in Submittal Form F – Mandatory Requirements.

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

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

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

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

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

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

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

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

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

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

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

SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form per instructions on the form.

SEC. 4.09 DOH IT CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the State. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
2) A proposal evaluation committee (PEC), made up of at least three (3) 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 with or provided to the PEC.
4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
9) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the 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)	

Qualifications Criteria		**Weight**
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	200
Methodology Used for the Project	(Submittal Form D)	200
Management Plan for the Project	(Submittal Form E)	100
	Total	700

Cost Criteria		**Weight**
Cost Proposal	(Submittal Form H)	200

	Total	200

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

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

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

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

Offeror 1 was awarded 75 points:

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

Combined PEC Score (30) x 2.5 = 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 EXPERIENCE AND QUALIFICATIONS

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

1) How well and extensively did the offeror detail their specific experience in administering MAC studies, including managing time-study infrastructure; managing the quarterly cost pool; providing training to participating agencies; providing quality assurance and continuous quality improvement; providing a platform for reporting and invoicing; and operating a stratified random moment time study?
2) How well and extensively did the offeror detail the primary project manager's specific experience in projects of a similar nature and the directly related experience of the overall project team? How complete is the primary project manager's resume and to what extent does it demonstrate a background that would be desirable for an individual engaged in the work the project requires?
3) How well and extensively did the offeror describe the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

1) How well did the offeror demonstrate their understanding of the project requirements and how to meet the State's needs?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

1) How well and extensively did the offeror demonstrate the methodology they will employ and how the methodology will serve to accomplish the work and meet the State's needs?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

1) How well did the offeror demonstrate the management plan they intend to follow and how that plan will service to accomplish the work and meet the State's needs?
2) To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

$40,000 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 COST REASONABLENESS

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

a) If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state may proceed to invite the highest ranked offeror to contract negotiations.

b) 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. 5.15 SHORTLISTING

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

SEC. 5.16 INTERVIEWS OF CRITICAL TEAM MEMBERS

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

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

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

SEC. 5.17 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest or second highest ranked proposal. The intent of negotiations is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. It is also to allow the state to do the same, including the offeror's response to the DOT IT Contractual Requirements.

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. The state reserves the right at its sole discretion to negotiate with the potential best-value offeror during the negotiation period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals.

An invitation to the negotiation period does not constitute a legally binding offer to enter into a contract on the part of the state or the offeror. If at any time during the negotiation period, if the state is not satisfied with the progress being made by the selected offeror, or if the offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- 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 an alternative offeror.

SEC. 5.18 OFFEROR NOTIFICATION OF SELECTION

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

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

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

SEC. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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 and subject to the APRA any Record unless, at the time of submission, the offeror undertook the following protective measures in their proposal (considering page limits in Section 4.02 of the RFP, the offeror may set out in a separate document):
    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.

7. 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. 6.11 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. 6.12 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. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.14 SOLICITATION ADVERTISING

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

SEC. 6.15 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. 6.16 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.15, 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. 6.17 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP Section 5.15, 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. 6.18 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 to the contract price under this clause unless the amount of the adjustment exceeds $250.

SEC. 6.19 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) Attachment 1 - Submittal Forms A – F
2) Attachment 2 – Submittal Form G - DOH IT Contractual Requirements
3) Attachment 3 - Submittal Form H – Cost Proposal
4) Attachment 4 – MAC Operations Manual
5) Attachment 6 - Standard Agreement Form - Appendix A