State of Alabama
Solicitation

Solicitation	Document Phase	Document Description
RFP 062 16000000014	Final	Medical and Quality Review (2)
Procurement Folder	**Creation Date**	**Print Date**
118203	05/13/16	05/13/16

Request for Proposals

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Patricia Toston	Patricia.Toston@medicaid.alabama.gov	334-242-0578
Issuer:	Patricia Toston	Patricia.Toston@medicaid.alabama.gov	334-242-0578
Buyer:	Patricia Toston	Patricia.Toston@medicaid.alabama.gov	334-242-0578

Bids will be accepted from: 05/17/16
to: 06/22/16

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1 Default **Line:** 1 **Line Type:** Service
Commodity Code: PRF15 **Quantity:**
Commodity Description: MEDICAL/HEALTH SERVICES **Unit:**
Extended Description:

MEDICAL/HEALTH SERVICES

SHIPPING AND BILLING

Shipping

Medicaid Headquarters Shipping
501 Dexter Avenue
Montgomery, AL 36104

Delivery Date:

Billing

,

Delivery Type:

Evaluation Criteria

The following criteria will be used when determining the award of this solicitation.

Evaluation Criteria Group

Group: 1 Default

Criteria	Description	Response Type	Weight

GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

*1. **PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP –** From the Release Date of this RFP until a contract is awarded**,** parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.]*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. **NONRESPONSIVE PROPOSALS -** Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. **CHANGES TO THE RFP; CHANGES TO THE SCHEDULE -** The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. **EXPENSES -** Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. **REJECTION OF PROPOSALS -** The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. **EXPENSES OF PROPOSAL –** The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. **DISCLOSURE STATEMENT -** A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions.

8. **LEGISLATIVE CONTRACT REVIEW -** Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9**. THE FINAL TERMS OF THE ENGAGEMENT -** Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. **BEASON-HAMMON ACT COMPLIANCE.** A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

> E- VERIFY ENROLLMENT DOCUMENTATION AND PARTCIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.
>
> CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):
>
>> By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ATTENTION: Alabama Medicaid intends to post the Medical and Quality Review (2) RFP specifications document by the close of business on 5/17/16, to the Alabama Medicaid website at:
http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx.

All questions concerning this RFP must be directed to:
MedicalReview-RFP@medicaid.alabama.gov