

MANILAQ ASSOCIATION

Request for Proposals

RFP for AIR AMBULANCE SERVICE – Maniilaq Service Area

ISSUE DATE – 1/9/2024 CLOSING DATE – 2/26/2024

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation for Proposals

By this Request for Proposals (“RFP”) MANIILAQ ASSOCIATION (“MA”) invites qualified entities to submit proposals for providing Air Ambulance Services, as described in Appendix C (which specifies the “Deliverables”), and in accordance with the contract and performance terms outlined in this RFP.

MA is responsible for the safe and efficient transport of service area residents to and from appropriate medical care facilities in Kotzebue and to medical care facilities outside the service area. Many of MA’s emergent patients must travel by dedicated air ambulance aircraft when it is determined to be the most medically suitable option.

MA seeks proposals to supply dedicated fixed wing aircraft for the provision of Air Ambulance Services in the Maniilaq Service Area.

1.2 RFP Contact

For the purposes of this procurement, the “RFP Contact” will be:

Paula Octuck, Director of Contracts
E-mail Address: rfpresponses@maniilaq.org
Phone Number: 907-442-7762

Proposers are prohibited from contacting other MA employees, officers, agents, officials or representatives about substantive matters related to this RFP. Failure to adhere to this restriction may result in the disqualification of the proposer and the rejection of the proposer’s proposal.

1.3 Contract for Deliverables

MA’s intent is to select one entity to perform the scope of work. After scoring, the top proposer will be asked to begin direct contract negotiations to reach agreement with MA for provision of the Deliverables. The terms and conditions in the Form of Agreement (Appendix A) form the basis for beginning negotiations between MA and the top Proposer. If agreement is not reached with the top proposer, MA reserves the option of entering into successive negotiations with second and/or third ranked proposers, in its discretion. Requesting additional information or clarifications from all responsive proposers is not negotiation for an agreement.

The term of the agreement is to be for a period of five (5) years, with options for MA to extend the agreement on the same terms and conditions for two (2) additional one (1) year terms. The total potential term of the contract is seven (7) years.

1.4 RFP Timetable

RFP Invitation Distributed, available for Download	January 8, 2024
Deadline for Vendor Written Questions	January 31, 2024
Deadline for MA to Issue Addenda	February 12, 2024
Proposal Submission Deadline	February 26, 2024
Anticipated Initial Ranking	March 11, 2024
Commencement of Agreement Negotiation	March 13, 2024
Anticipated Execution of Agreement	April 30, 2024
Start of Service	July 1, 2024

This timetable is for planning purposes and may be changed by MA at any time.

1.5 Submission of Proposals

Proposals may be mailed, couriered, or hand-delivered, so long as one original and three copies are physically received by Maniilaq Association no later than 5:00PM Alaska Standard Time on the deadline. Faxed proposals are not acceptable. For deliveries, the proposer is solely responsible for ensuring the packet reaches Maniilaq's Ferguson Building. Proposers are warned that weather and other conditions can result in substantial delays in delivery.

Maniilaq Association Contracts Department

If Mailing:

PO Box 256
Kotzebue, Alaska 99752

If Delivering:

Maniilaq Association
733 2nd Ave
Kotzebue, Alaska 99752

Proposals are to be delivered to the address(es) referenced above. So that they are not mistakenly opened early, the outer envelope should also contain the following:

- (a) Confidential: Do Not Open Until _____, 2023
- (b) Proposal For: Medevac/Ambulance Services
- (c) Attn: Paula Octuck, Director of Contracts

1.6 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable directions or content, and flag items requiring clarification. Proposers shall put their comments and/or questions in writing and

submit them to Maniilaq's contact at least 5 calendar days before the due date of proposals. This will allow time for Maniilaq to issue an addendum, if deemed appropriate, to the RFP recipients.

1.7 Proposer's Review and Directional Questions

If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.

1.8

Pre-proposal Conference: A pre-proposal conference will be held only if extensive questions arise regarding the RFP.

1.9 Amendment of Proposals

Proposers may amend a previously submitted proposal by submitting the amendment in a sealed package prominently marked with the RFP title, the full legal name and return address of the Proposer, as provided in 1.5 above, prior to the Submission Deadline. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.10 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a Proposer may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Proposer. MA is under no obligation to return withdrawn proposals.

1.11

Proposal Correction: A proposal may be corrected by a written request received prior to the date of opening proposals. The request withdraws the original proposal.

1.12

Cancellation of the RFP: Maniilaq Association retains the right to cancel the RFP process if it is in Maniilaq's best interest. Under no circumstance will Maniilaq have any responsibility or liability for costs incurred by proposers for proposal preparation or expense.

1.13

Multiple Proposals: Maniilaq Association will not accept multiple proposals from the same proposer. Maniilaq reserves the right to reject all of a proposer's submissions if multiples are received or the intended submission is unclear.

1.14

Disclosure of Proposal Contents: A proposal's content shall not be disclosed to other proposers.

1.15

Retention of Proposals: All proposals and other material submitted become Maniilaq Association's property and may be returned only at Maniilaq Association's option.

1.16

Cost of Proposal Preparation: Any and all costs incurred by proposer's in preparing and submitting a proposal are the proposer's responsibility and shall not be charged to Maniilaq Association or reflected as an expense of the resulting contract.

1.17

Delivery of Proposals: Maniilaq Association assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

1.18

Media Announcements: Any and all media announcements pertaining to this RFP require the Maniilaq Association's prior written approval.

1.19

Other Governmental Requirements: It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

1.20

Binding Contract: This RFP does not obligate Maniilaq Association or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracts Manager. Maniilaq shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. Maniilaq may award all or part of the scope of work to a single or multiple companies.

1.21

Standard Terms and Conditions: The successful proposer is expected to enter into a contract with the terms and conditions stated in this RFP.

1.22

Concerns with the Special or General Provisions: If a proposer has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Maniilaq's RFP contact at least ten calendar days before the due date of proposals. Maniilaq reserves the right to not award or cancel the award of the contract to a proposer who will not agree to the entire Special or General Provisions.

1.23

Performance Bonds and/or Surety Deposits: Maniilaq Association reserves the right to require a performance bond or surety deposit to assure the Contractor's performance of all contract terms and conditions.

1.24

Liquidated Damages: Maniilaq reserves the right to require liquidated damages to assure the Contractor's performance of all contract terms and conditions.

1.25

Additional Terms and Conditions: Maniilaq reserves the right to include additional terms and conditions during contract negotiations.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

1.1 Stages of Evaluation and Negotiation

MA will evaluate proposals and negotiate the agreement following the stages below:

1.2 Stage I – Mandatory Submission Requirements

Stage I determines if mandatory submission requirements have been met by each proposal. If a proposal fails to satisfy mandatory submission requirements, MA may at its option issue a rectification notice identifying the deficiencies and providing the Proposer an opportunity to rectify the deficiencies. If the Proposer fails to satisfy mandatory submission requirements, its proposal will be excluded from further consideration. Mandatory submission requirements are as set out below.

1.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proposer.

1.2.2 Pricing Form (Appendix D)

Each proposal must include a Pricing Form (Appendix D) completed according to the instructions contained in the form.

1.2.3 Mandatory Proof of Air Operator License

MA requires Proposers to provide proof of certification as a MEDEVAC Service, Critical Air Ambulance Service with the State of Alaska and operating in compliance with applicable FAA regulations.

1.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

1.3.1 Mandatory Technical Requirements

MA will review the proposals to determine whether mandatory technical requirements and requirements of Appendix C have been met. Questions or queries on the part of MA as to whether a proposal has met mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

1.3.2 Rating Criteria

MA will evaluate each responsive proposal on the basis of the rating criteria set out in Appendix C.

1.4 Stage III – Pricing

Stage III will consist of a scoring of the pricing of each responsive proposal in accordance with the evaluation method set out in the Pricing Form (Appendix D). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rating criteria has been completed.

1.5 Stage IV – Concurrent Negotiations and BAFO (Best and Final Offer)

1.5.1 Initial Ranking of Proposers

After the completion of Stage III, scores from Stage II and Stage III will be totaled and the Proposals will be ranked based on total scores.

Discussions: As determined by the evaluation process, proposers determined to be reasonably susceptible of award may be offered the opportunity to discuss their proposal with the procurement officer or evaluation committee. The proposal may be adjusted as a result of the discussion. Proposers may also be invited to submit a best and final proposal as a result of the discussion.

Presentations: Maniilaq reserves the right to require an oral presentation. As determined by the evaluation process, proposers deemed to be reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, proposers will be notified in writing of the presentation's requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. All costs associated with an oral presentation shall be borne by the proposer.

Site Inspections: Maniilaq reserves the right to require a site inspection. Site inspections may be required of all proposers or limited to those that, as determined by the evaluation process, are reasonably susceptible of award. If so afforded, proposers will be notified in advance.

1.5.2 Concurrent Negotiations Option and BAFO Process

MA may at its option invite the top 2 Proposers to enter into concurrent negotiations. During these concurrent negotiations, MA may provide each Proposer with additional information and will seek further information and proposal improvements from each Proposer. After the expiration of the concurrent negotiation period, each Proposer will be invited to revise its initial proposal and submit its BAFO to MA.

1.5.3 Evaluation of BAFO and Final Ranking of Proposers

Each BAFO will be evaluated against the criteria set out in Appendix C and D and in light of additional factors that have been identified in the negotiations process. It is anticipated that this final ranking may contain more subjective assessments than the initial scoring and that the evaluation committee and procurement officer will have substantial discretion to follow their best judgment. The top-ranked Proposer after evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with MA.

1.5.4 Option not to Engage in BAFO

MA may choose not to engage in the concurrent negotiations and BAFO process and elect to proceed directly to contract negotiations with the top-ranked Proposer.

1.6 Stage V - Contract Negotiations

1.6.1 Contract Negotiation Process

The terms and conditions found in the Form of Agreement (Appendix A) form the basis for commencing negotiations between MA and the selected Proposer. Negotiations may include requests by MA for supplementary information from the Proposer to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may

include requests by MA for improved pricing or performance terms from the Proposer. Negotiations do not constitute a legally binding offer to enter into a contract on the part of MA or the Proposer and there will be no legally binding relationship created with any Proposer prior to the execution of a written agreement.

1.6.2 Time Period for Negotiations

MA intends to conclude negotiations and finalize the agreement with the top-ranked Proposer during the Contract Negotiation Period, commencing from the date MA invites the top-ranked Proposer to enter negotiations. A Proposer invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

1.6.3 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, MA may discontinue negotiations with the top-ranked Proposer and may invite the next-best-ranked Proposer to enter into negotiations. This process will continue until an agreement is finalized, until there are no more Proposers remaining that are eligible for negotiations or until MA elects to cancel the RFP process.

1.6.4 Notification to Other Proposers

Other Proposers that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Proposer. After award of Contract all Proposer's will be issued a Notice of Award containing the name(s) and address (es) of all proposers and the recipient of the contract.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

2.1 General Information and Instructions

2.1.1 Proposers Must Follow Instructions

Proposers should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

2.1.2 No Incorporation by Reference

The entire content of the Proposers' proposal should be submitted in the written proposal. The content of websites or other external documents referred to in the Proposer's proposal but not attached will not be considered.

2.1.3 References and Past Performance

In the evaluation process, MA may include information provided by the Proposer's references and may also consider the Proposer's past performance or conduct on previous contracts with MA or other public agencies.

2.1.4 Information in RFP Only an Estimate

MA and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proposers the general scale and scope of the Deliverables. It is the Proposer's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

2.1.5 Proposers to Bear Their Own Costs

The Proposer will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations or on-site visits.

2.1.6 Proposal to be retained by MA

MA will not return the proposal or any accompanying documentation submitted by a Proposer.

2.1.7 No Guarantee of Volume of Work

MA makes no guarantee of the value or volume of work to be assigned to the successful Proposer under contract.

2.2 Communication after Issuance of RFP

2.2.1 Proposers to Review RFP

Proposers should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. MA is under no obligation to provide additional information, and MA is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proposer to seek clarification from the RFP Contact on any matter it considers to

be unclear. MA is not responsible for any misunderstanding on the part of the Proposer concerning this RFP or its process.

2.2.2 MA's use of Addenda

This RFP may be amended or supplemented only by addenda in accordance with this section. If MA, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proposers by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proposers are responsible for obtaining all addenda issued by MA. In the Submission Form (Appendix B), Proposers should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

2.2.3 Late Addenda and Extension of Deadline

If MA opts to issue an addendum after the Deadline for Issuing Addenda, MA may reasonably extend the Submission Deadline.

2.2.4 Verify, Clarify and Supplement

When evaluating proposals, MA may request further information from the Proposer or third parties in order to verify, clarify or supplement the information provided in the Proposer's proposal, including but not limited to clarification with respect to whether a proposal meets mandatory technical requirements set out in Appendix C. MA may revisit and re-evaluate the Proposer's response or ranking on the basis of any such information.

2.3 Conflict of Interest and Prohibited Conduct

2.3.1 Conflict of Interest

MA may disqualify a Proposer for any conduct, situation or circumstances, determined by MA, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

2.3.2 Disqualification for Prohibited Conduct

MA may disqualify a Proposer, rescind an invitation to negotiate or terminate a contract if MA determines that the Proposer has engaged in any conduct prohibited by this RFP.

2.3.3 Prohibited Proposer Communications

Proposers must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

2.3.4 Proposer Not to Communicate with Media

Proposers must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

2.3.5 No Lobbying

Proposers must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proposer(s).

2.3.6 Illegal or Unethical Conduct

Proposers must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proposers must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of MA; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

2.3.7 Past Performance or Past Conduct

MA may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor its submitted pricing or other commitments; or
- (c) Any conduct, situation or circumstance determined by MA, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

2.4 Confidential Information

2.4.1 Confidential Information of MA

All information provided by or obtained from MA in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of MA and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from MA; and
- (d) Must be returned by the Proposer to MA immediately upon the request of MA.

2.4.2 Proprietary/Confidential Information of Proposer

A Proposer should identify and clearly label any information in its proposal or accompanying documentation that is proprietary and confidential. Proposers are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by MA to advise or assist with the RFP process, including the evaluation of proposals. Any Proposer who has questions about the

collection and use of confidential information pursuant to this RFP, should submit their questions to the RFP Contact.

2.5 Procurement Process Non-binding

2.5.1 No Contract and No Claims

This procurement process is not intended to create and will not create a formal offer or commitment to enter a contract. Proposers submit their proposals entirely at their own risk. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract-based law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proposer nor MA will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

2.5.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective contractors, and no legal relationship or obligation, or equitable reliance, will be formed unless and until execution of a written agreement for the acquisition of such goods and/or services.

2.5.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information is essential to evaluations and ranking. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, will adversely impact any such evaluation or ranking or the decision of MA to enter into an agreement for the Deliverables.

2.5.4 Cancellation

MA may cancel or amend the RFP process without liability at any time.

[End of Part 3]



MANIILAQ ASSOCIATION
Professional Services Agreement

APPENDIX A - FORM OF AGREEMENT

MANIILAQ ASSOCIATION
CONTRACT FOR MEDEVAC SERVICES

This Agreement, effective this ___ day of _____, 2023 (the “Effective Date”), is made by and between Maniilaq Association, hereinafter referred to as MANIILAQ, and _____, hereinafter referred to as CONTRACTOR.

WHEREAS, MANIILAQ requires Medevac/Air Ambulance services for the care and transportation of its patients. Contractor has the equipment, personnel, management, maintenance and support services necessary to competently provide the services required by this agreement.

NOW THEREFORE, MANIILAQ and CONTRACTOR, in consideration of the promises and covenants set forth herein, agree as follows:

1. Scope of Work:

Provide Medevac/Air Ambulance Services (“Services”) to MANIILAQ in accordance with the requirements set forth in Contractor’s final proposal for services dated _____ and attached hereto. The parties’ Business Associates agreements is also attached. These documents are incorporated by reference into this Agreement as if they were set forth herein.

Contractor shall secure and keep current throughout the term of this Agreement all appropriate licenses and certificates required by state, federal and international law requires to operate its air ambulance services and shall strictly comply with those laws and requirements. Any loss of required certifications and licenses, and any operations in violation of law shall constitute a breach by Contractor of this Agreement and grounds for termination under Section 2.

2. Term and Termination

A. **TERM.** The term of this Agreement shall commence on the Effective Date and continue for an initial term of five (5) years, with two options to extend for one additional year. Maniilaq may exercise the option to extend by issuing written notice of extension at least 45 days prior to the anniversary date. Should Contractor elect to terminate or nonrenew, Contractor agrees to provide at least 60 days written notice from the parties’ last negotiation effort, if any, to provide Maniilaq sufficient time to identify a replacement contractor.

B. **TERMINATION BY BREACH.** If CONTRACTOR breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by CONTRACTOR within ten (10) days after MANIILAQ provides CONTRACTOR written notice of such breach, MANIILAQ, at its sole option, may immediately terminate this Agreement.



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C. **TERMINATION FOR CONVENIENCE.** Either party may terminate the Agreement upon 60 days prior written notice for any or no cause whatsoever.

3. Compensation

MANIILAQ agrees to compensate CONTRACTOR at the rates set forth in the Pricing Form of Contractor's proposal for performance of contract Services (attached hereto). The total aggregate amount of compensation for the performance of Services and any reimbursement for approved expenses shall not exceed _____. Monthly, CONTRACTOR shall submit a detailed invoice to MANIILAQ for work performed the prior month, all charges must have documentation back up attached. Any items without back up documentation are subject to denial of payment. MANIILAQ will remit payment within 30 days of date of receipt of an invoice. Invoices not paid within 30 days of the date received shall bear interest at the rate of 1% per month from the date due.

The Contractor shall be responsible for all billing for services rendered by the Contractor in accordance with this Contract and shall be solely responsible for all contract allowances, free care, bad debts, collections, etc. Any costs or expenses involved in billing or collections shall be the sole responsibility of Contractor.

Contractor shall not bill or otherwise hold or attempt to hold eligible Alaska Native/Native American patients responsible for direct payment of charges, copayments and or deductibles associated with receiving any services provided by Contractor under this contract.

Maniilaq providers must authorize all medevacs for Maniilaq patients, in accordance with Maniilaq's procedures.

4. Independent Contractor

It is expressly agreed and understood that this is a nonpersonal services contract under which the services rendered by the Contractor are rendered in its capacity as an independent contractor. Maniilaq may evaluate the quality of professional and administrative services provided, but retains no supervision over professional aspects of the services rendered.

In all matters relating to the agreement, CONTRACTOR and its employees and/or contractors are not employees of MANIILAQ. Nothing in this Agreement is intended to, or shall be construed to, create an employment relationship, partnership, agency, or joint venture between the parties. CONTRACTOR, not MANIILAQ, is responsible for all State, Federal and local taxes related to the compensation paid to CONTRACTOR hereunder and the performance of the Services. CONTRACTOR and its staff and/or contractors shall not be entitled to any benefits offered to MANIILAQ employees, including but not limited to vacation or sick leave; worker's compensation or medical insurance; or any other employee benefit MANIILAQ offers to its employees.

5. Confidentiality



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Each party may become acquainted with or gain knowledge of the other party's confidential or proprietary verbal or written data, technical or financial materials, or other confidential or proprietary information of significant business value, including CONTRACTOR-provided resumes, ("Confidential Information") while performing this Agreement. Each party agrees to not disclose any Confidential Information, directly or indirectly, or use it in any manner, either during the term of this Agreement or any time thereafter, except as required to perform under this Agreement.

6. Compliance with Laws, Regulations, and Other Applicable Standards

CONTRACTOR agrees to comply with all applicable state, federal and local laws, regulations, standards and executive orders including but not limited to the Clean Air Act (42 U.S.C. § 7401– 7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251–1387) and the Health Information Portability and Accountability Act (Public Law 104-191; "HIPAA"). Contractor agrees to be bound by the Business Associate Agreement attached hereto.

CONTRACTOR also agrees to comply with applicable licensing body requirements including but not limited to the Joint Commission on the Accreditation of Health Care Organization and Occupational Safety and Health Administration standards, including those specific to bloodborne pathogens.

7. Debarment and Suspension

MANIILAQ does not contract with parties listed on the Federal Excluded Parties List System in the System for Award Management. Contractor warrants that is not listed on the Excluded Parties List System and that it will notify MANIILAQ within three (3) days in the event it is listed on the Excluded Parties List.

8. Conflicts of Interest

CONTRACTOR warrants that there is no conflict of interest between Contractor's other contractual engagements, if any, and the Services to be performed under this Agreement. Contractor agrees to notify Maniilaq if a conflict of interest arises in the future.

9. Insurance

9.1 CONTRACTOR shall be solely liable for and expressly agreement to indemnify and hold harmless Maniilaq, its board members, officers, employees agents and representatives from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature whatsoever arising out of, or relating to, the acts or omissions of the Contractor, its employees agents or subcontractors.

9.2 Contractor shall maintain at all times during the course of this Agreement the minimum insurance coverages specified below, written by an insurance company with a minimum rating by

A.M. Best & Company of A-VI:

- A. General Liability: \$2 million combined single limit per occurrence for bodily injury, property damage, personal injury and adversities injury, with \$1 million aggregate per claim.



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Professional Services Agreement

- B. Professional Liability: \$1 million per occurrence and \$3 million aggregate per claim.
- C. Aircraft liability insurance: Passenger liability, bodily injury and property damage with a combined single limit of not less than \$10,000,000.00 each occurrence.
- D. Auto Liability: \$1 million combined single limit per accident for bodily injury and property damage.
- E. Worker's Compensation Insurance in accordance with statutory requirements

9.3 The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adverse affecting Maniilaq's interest shall not be effective until 30 days after the carrier gives written notice to Maniilaq. If during the term or any extension of this Agreement, Contractor changes carriers, the contractor must provide evidence that Maniilaq will be indemnified to the limits specified in Section 10.2 for the entire period of the contract, either under the new policy, or a combination of old and new policies. In any case, required insurance coverage shall be continuous without interruption.

9.4 Certificates of insurance shall name Maniilaq as an additional insured and shall provide that the insurance coverage will not be terminated unless Maniilaq is given 30 days written notice by the insurance carrier.

9.5 Contractor shall solely assume and bear all risk of damage to or failure of the work and all risk of aircraft accident during the term of this Agreement.

10. **Indemnity**

Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (as the "Indemnified Party") their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees and invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the expiration or termination of this Agreement.

12. **Byrd Anti-Lobbying Amendment**

CONTRACTOR is required to file an anti-lobbying certification, and will also require every subcontractor with a subcontract over \$100,000 to also file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,



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officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MANIILAQ.

13. Force Majeure

Neither Party shall be liable for failure to perform its respective obligations hereunder when such failure is caused by an earthquake, fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, extreme illness, or like causes beyond the reasonable control of such Party.

14. General Terms

- a. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by CONTRACTOR without the prior written consent of MANIILAQ, which consent may be withheld in the sole discretion of MANIILAQ.
- b. MODIFICATION. This Agreement may only be modified in writing and shall be only enforceable when signed by each Party.
- c. GOVERNING LAW. This Agreement shall be governed under the laws of the State of Alaska and venue for any actions relating to this Agreement shall be in Kotzebue, Alaska.
- d. SEVERABILITY. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- e. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

15. Notice

Any notice of communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To MANIILAQ

Maniilaq Association
Attn: President
PO Box 256
Kotzebue, AK 99752
907-442-3311

To CONTRACTOR

Attn: _____



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Maniilaq Association

CONTRACTOR

Tim Gilbert
President/CEO

By: _____
Its: _____

Date: _____

Date: _____



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EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

I. Authority

Pursuant to 45 C.F.R. § 164.502(e), the Maniilaq Association, as a covered entity, is required to enter into an agreement with a “business associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with Maniilaq Association. By signing the Professional Services Agreement, _____ (“Contractor”) agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Exhibit C comprises the Business Associate Agreement (Agreement).

I. Definitions

The following terms shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, which are the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Contractor.

B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Maniilaq Association.

C. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

III. Obligations and Activities of Business Associate

A. Compliance: Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.



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B. Subcontractors: In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.

C. Safeguarding PHI: Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

D. Safeguarding Electronic PHI: Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.

E. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law as soon as is reasonable upon discovery but within thirty (30) calendar days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.

F. Reporting of Breach: In accordance with the policy of the Department of Health and Human Services, Business Associate will report, within one hour of discovery, all suspected or confirmed breaches to Covered Entity.

G. Notification of Breach of Unsecured PHI: In addition to the above, Business Associate shall notify Covered Entity of a breach, as set forth in 45 C.F.R. § 164.410, of the security of any unsecured PHI that Business Associate received from, or created or received on behalf of, Covered Entity as soon as is reasonable upon discovery but within thirty (30) calendar days after the discovery of the breach by Business Associate, its employees, officers, and/or other agents, unless notification is specifically excepted by 45 C.F.R. § 164.412.

1. Requirements of Notice. Such notice shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of the circumstances of the breach of security, including the date of the breach and the date of Business Associate's discovery of the breach; and the type of unsecured PHI involved in the breach. Business Associate agrees to provide any other available information that Covered Entity is required to include in notification to the individual under 45 §164.404(c). In the event notification is delayed, evidence demonstrating the necessity of the delay shall accompany the notification.

H. Individual Access to PHI: Business Associate shall maintain a designated record set for each individual for whom it maintains PHI. In accordance with an individual's right to access his or her PHI, Business Associate shall make available all PHI in the individual's designated record set to the



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individual to whom that information pertains, or, upon the request of the individual, to that individual's authorized representative, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Availability to access PHI shall be made within five (5) calendar days of receipt of a valid request.

I. Accounting of Disclosures: Business Associate shall maintain records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate. Business Associate shall, within five (5) calendar days after receiving a request from Covered Entity, provide to Covered Entity such information as Covered Entity may require to fulfill its obligations to account for disclosures of PHI pursuant to 45 C.F.R. § 164.528.

J. Amendment of PHI: Business Associate shall, within five (5) calendar days of a request by Covered Entity, make PHI available to Covered Entity for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526 to amend PHI and shall, as directed by Covered Entity, within five (5) calendar days of receipt of such direction, incorporate any amendments into PHI held by Business Associate. In addition, Business Associate shall ensure incorporation of any such amendments into PHI held by its agents or subcontractors within ten (10) days of such direction, and shall notify Covered Entity within five (5) calendar days of when those agents or subcontractors have completed the incorporation of the amendments. Business Associate shall forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.

K. Carrying out Covered Entity's Obligations: To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

L. Disclosures for Verifying Compliance: Upon request, Business Associate shall permit access by the Secretary and Covered Entity during normal business hours to its facilities, books, records, accounts, and any other sources of information, including PHI and any agreements that it has with subcontractors, vendors, and/or other agents relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, for purposes of determining both Business Associate's and Covered Entity's compliance with the HIPAA Rules.

IV. Permitted Uses and Disclosures by Business Associate

A. Business Associate shall not use or disclose PHI except to perform functions, activities, or services on behalf of Covered Entity as provided for in the Contract, this Agreement, the HIPAA Rules, or other applicable law.

B. Business Associate agrees that it may use or disclose PHI on behalf of Covered Entity only:

1. Upon obtaining the authorization of the individual to whom the PHI pertains;



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2. For the purposes of treatment, payment or health care operations unless Covered Entity has agreed to a restriction pursuant to 45 C.F.R. § 164.520(b)(iv)(A) or 45 C.F.R. § 164.522; or

3. Without an authorization or consent, if in accordance with 45 C.F.R. § 164.510, 45 C.F.R. § 164.512, 45 C.F.R. § 164.514(e), 45 C.F.R. § 164.514(f), or 45 C.F.R. § 164.514(g).

C. Business Associate shall use and disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), which section is fully incorporated herein.

D. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. Obligations of Covered Entity

A. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.

B. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

D. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.



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VI. Termination

A. Term: The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

B. Termination: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.

C. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate does not need to continue its proper management and administration or to carry out its legal responsibilities;

3. Continue to use appropriate safeguards, in compliance with Subpart C of 45 C.F.R. Part 164, with respect to electronic PHI to prevent use or disclosure of electronic PHI, other than as provided for in this Part, for as long as Business Associate retains the PHI;

4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, at Part IV, Subpart F, Section 1 of the Agreement which applied prior to termination;

5. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

6. If Business Associate or its agent or subcontractor destroys any PHI, Business Associate will provide Covered Entity with documentation evidencing such destruction within thirty (30) days of completion of destruction.

D. Survival: The obligations of Business Associate under this Part shall survive the termination of this Agreement.

VII. Indemnification

The Indemnity provision in the underlying Contract shall apply hereto.



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VIII. Miscellaneous

A. Incorporation: This Agreement is attached to and fully incorporated into the Contract.

B. Notices: All notices under this Agreement shall be provided by certified mailing, and shall require proof of date of receipt.

C. Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

E. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

F. Successors and Assigns: This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns.

G. Severability: If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

Contractor

Maniilaq Association

By: _____

By: _____

Date: _____

Date: _____

APPENDIX B – SUBMISSION FORM

1. Proposer Information

Please fill out the following form, naming one person to be the Proposer’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proposer:	
Any Other Relevant Name under which Proposer Carries on Business:	
Street Address:	
Please fill out the following form, naming one person to be the Proposer’s contact for the RFP process and for any clarifications or communication that might be necessary.	
City, State:	
Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proposer Contact Name and Title:	
Proposer Contact Phone:	
Proposer Contact Fax:	
Proposer Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The Proposer acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding offer process and that no legal relationship or obligation regarding the procurement of any services will be created between MA and the Proposer unless and until MA and the Proposer execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proposer has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proposer represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix D).

4. Pricing

The Proposer has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix D). The Proposer confirms that the pricing information provided is accurate. The Proposer acknowledges that any inaccurate, misleading or incomplete information,

including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The Proposer is deemed to have read and taken into account all addenda issued by MA prior to the Deadline for Issuing Addenda. The Proposer is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

_____. If this section is not completed, the Proposer will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The Proposer declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proposer has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of MA in the preparation of its proposal that is not available to other Proposers, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proposer’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, Proposers should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of MA within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proposer will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proposer declares an actual or potential Conflict of Interest by marking the box above, the Proposer must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The Proposer hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proposer hereby consents to the disclosure, on a confidential basis, of this proposal by MA to the advisers retained by MA to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proposer Representative

Name of Witness

Name of Proposer Representative

Title of Proposer Representative

Date

I have the authority to bind the Proposer.

APPENDIX C – TECHNICAL REQUIREMENTS & SCORING

Background

Maniilaq Association provides health, tribal and social services to residents of Northwest Alaska. A non-profit corporation, Maniilaq Association represents twelve federally recognized tribes located in Northwest Alaska. Maniilaq manages health, tribal and social services for about 9,000 people within the Northwest Arctic Borough and the village of Point Hope. With approximately 550 employees in its workforce, Maniilaq Association is also the largest employer in the region. Maniilaq’s vision is “Healthy people, thriving communities” and mission is “Savaqatigiiksugut (we are working together).” Working together to provide high quality, culturally relevant health, social and tribal services.

Maniilaq Service Area consists of the “hub” town of Kotzebue and 11 outlying villages ranging in population from 200 to over 1000.

Maniilaq Health Services (MHS) consists of the Maniilaq Health Center, the regional 17 bed Critical Access Hospital, and the eleven outlying Village Clinics; Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Point Hope, Shungnak, and Selawik. Medevac services may also be required to Red Dog Mine. MHS provides chronic, episodic, and emergency healthcare services to all ages. Care is provided through an organized and systematic process designed to ensure safe, effective, quality care and treatment in an atmosphere that promotes respect and caring

A. PROPOSAL CONTENT AND REQUIREMENTS

Proposal Format: Submit one (1) unbound original and three copies of the proposal along with one USB containing the document in electronic format.

1. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
2. **Introduction:** Brief introduction which includes:
 - 2.1 The proposer’s name and address;
 - 2.2 Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 2.3 Statement that indicates the proposer’s willingness to perform the services described in this RFP;
 - 2.4 Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the “General Information” section of this RFP. Limit discussion to the meeting of the Minimum Requirements.

- 2.5 Proof of any other licenses and/or registrations as required to perform the services under this RFP.
- 2.6 A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
- 2.7 Completed and signed Representations and Certifications of bidder/offeror (attachment);
- 2.8 Statement that the signatory has authority to bind the proposer; and
- 2.9 Signature of authorized individual.
3. **Strategic Planning & Development:** Consistent with the Maniilaq Association's commitment to continuous improvement, the Proposer must show evidence of its understanding of quality improvement and how you will support our mission and vision.
4. **Firm Profile:** Offeror must provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any sub consultant firms / subcontractors
5. **Professional Qualifications:** Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
6. **Project Understanding/Project Approach:** Narrative submittal must address how the Contractor will provide the Deliverables listed below in part C.
7. **Past Performance:** Past performance in last five years on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. Include a list of all contacts of similar services performed for work in Alaska during the last two-(2) years, with name of Contracting Officer and/or Project Manager for each contract. Provide phone numbers and emails for the named individuals.
8. **Capacity to Respond and Accomplish the Work:** Include a list of projects the firm currently has under contract.
9. **Price Proposal:** Provide pricing for services detailed in this request for proposal (refer to Appendix D)
10. **Alaska Native / American Indian Preference:** Maniilaq Association is a PL 93-638 organization and shall give preference to Indian/Alaska Native organizations provided that goods or services are equal or equivalent. Bidders must provide documentation of Indian/Alaska Native ownership.

B. THE DELIVERABLES

B(1) Scope of patient care required

Patients in Maniilaq Service Area are required to travel from their home community to access medical care in at health center including but not limited to: Kotzebue, Anchorage, Fairbanks. The Contractor will, on a 24/7 basis, provide both Air Crew and, Medical Flight Personnel for the purpose of medical evacuations services to emergent patients requiring travel. For the purposes of this RFP, the Contractor's primary base of operations for this contract shall be in Kotzebue, Alaska.

Transports involve patients from remote village clinics to the Maniilaq Health Center in Kotzebue or hospitals in Anchorage or Fairbanks. Some patients are relatively stable and require minimal intervention. However there are a number of critically ill patients that require significant intervention to resuscitate and support in transport. Some of these patients are obstetrical; (preterm labor, premature birth in small health centres, etc)

Generally, the Medical Crew will be required to provide a range of care up to and including an ICU level of care. In most cases, this can be provided by an RT, ICU/ED trained RN, and/or a critical care transport paramedic. They will have to maintain competency and knowledge in obstetrics and pediatrics.

The average number of transports ranges from 40-70 per month with approximately 50% of those transports coming from village communities to Maniilaq Health Center and 50% transporting to Anchorage hospitals. Some transports may go directly from a village clinic to Anchorage.

B(2) Operational Plan

Proposers are to outline in detail how they plan to provide the services as required in this document. Proposers should explain how their past experience and the methodology used to implement other contracts, relates to the requirements and deliverables of this RFP. These details should include an operational plan with a description of how medevac requests will be received, how services will be dispatched, how backup aircraft will be retained, how crews will be notified, how communications will be carried out, etc. The plan should also outline how the Proposer will manage situations where there is equipment breakdown, weather delays or the need for two simultaneous medevacs. Proposers should outline their operational plan so that the evaluation committee will be able to understand how the Proposer will meet the requirements of the RFP.

Proposers expected to outline the types of medical personnel being proposed including specific skill levels proposed and the types of medical interventions the teams are capable of providing in order to address the needs of the patient populations. The types of medical equipment and transport procedure list being proposed should also be identified specifically in the proposal.

The Contractor may be called upon to mount two (2) Medevacs missions simultaneously. Proposers should propose how they would manage operations when two Medevacs are required simultaneously.

Contractor should include how they propose to manage ground transportation to the airport and from the airport to the receiving facility.

B(3) Aircraft Requirements

MA has a mandate to provide the most expedient and appropriate Air Ambulance Services for its residents. MA requires a reliable, consistent level of service given our geographical location.

Therefore MA has not specifically identified any preferred aircraft type(s) or model(s).

The Contractor must have the aircraft capability and flight crew training for flight operations under day, night, VFR, IFR and known icing conditions. Aircraft must be capable of paved and gravel runway operations under contaminated and uncontaminated surface conditions appropriate to the bidder's basing strategy and Medevac response plan.

Each Medevac aircraft bid must be accompanied by a complete and detailed summary of certified take-off performance, in-flight and landing field performance demonstrating that the proposed aircraft can perform the required MA Medevac missions in accordance with all Federal and State requirements, conditions typical of the region, and airports specified in this RFP.

B(4) Cabin Accommodation

Each aircraft must be capable of carrying one stretcher patient and provide seating for at least four (4) persons in addition to the patient (up to 3 medical personnel and one parent/guardian).

Storage for portable medical equipment and supplies and small overnight bag(s) must be provided.

B(5) Cabin Configuration

Aircraft must provide adequate room for medical flight personnel to access the patient and their supplies and equipment while in flight. Patients must be able to lay flat or in a semisitting position. Sufficient headroom will be provided for administration of intravenous fluids. The recommended minimum distance from the stretcher to the ceiling is 76 cm (30 inches).

The aircraft doorway must allow loading and unloading of patient/stretcher with patient in a supine position, without excessive maneuvering and without significant rotation of the stretcher.

Aircraft must be able to maintain cabin pressurization to an altitude appropriate for critically ill patients, which will not substantially increase flight time or substantially decrease aircraft range. Preference will be given to aircraft that can maintain an 8,000-foot cabin pressure while flying the minimum expected altitude for the area of operation.

Dedicated aircraft must be capable of carrying a full air medical team, a patient and a non-medical family member or guardian particularly in the case of pediatrics medevacs. Ensuring that an appropriate parent or guardian be given the opportunity to accompany every pediatric patient on a medevac is a high priority for MA.

Cabin noise levels and passenger hearing protection systems must comply with the OSHA regulations.

Aircraft must have medical oxygen hook-ups and fixed outlets for oxygen humidification.

Aircraft must have a suction unit capable of providing both continuous and intermittent suction. In addition each aircraft must provide at least one portable suction unit in the event of equipment failure or patient transfer needs.

Maintenance and replenishment of medical equipment and supplies will be the responsibility of the contractor. The aircraft must be able to accommodate equipment and supplies stored in a system of drawers, cabinets and pouches that render it hazard-free and will permit easy access by medical flight crews during flight.

The aircraft interior shall be fashioned in such a way and with such material that all surfaces may be easily cleaned or disinfected. Materials must be non-absorbent and will not support bacterial growth.

The aircraft cockpit should be separated from the patient compartment to avoid pilot distraction. A passenger compartment that is separated from the cockpit in such a fashion (Sliding door, Barrier) as to allow the pilots night vision, and to protect the pilots and instruments from distractions, foreign materials, and transmission of infectious disease.

Temperature will be controllable and will enable the patient area to be maintained at a comfortable level.

The Contractor will be responsible for maintaining the cabin in a clean and orderly manner and maintaining all cabin equipment and fixtures in good working order.

All costs associated with equipment and system acquisition, installation and approval will be, unless otherwise stated in this document, the responsibility of the Contractor.

B(6) Aircraft Safety Requirements

The aircraft must carry a personal flotation device for each crew position and patient position occupied.

The aircraft must carry at least one serviceable Emergency Locator Transmitter (ELT) on all flights, regardless of distance or time from base.

The aircraft must carry at least two serviceable Transport Canada approved hand-held fire extinguishers, one that is located in the passenger compartment within easy reach of the medical flight crew.

The aircraft must carry a Survival Kit that is suitable for Arctic conditions.

Hangar space is not provided by Maniilaq. The Contractor shall provide adequate heated aircraft storage, terminal and related facilities in Anchorage so as to meet the mission requirements of this Agreement and to properly maintain and repair the aircraft provided to Maniilaq under this agreement. Contractor shall provide heated hangar space in Kotzebue appropriate for the Part 135 operations, storage of aircraft parts, and maintenance of the aircraft to meet requirements. All costs associated with the hangar are the responsibility of the Contractor.

B(7) Flight Operations

The Contractor will ensure that flight operations shall be conducted in accordance with the air carrier's license including the requirements to provide MEDEVAC/Air Ambulance Services in Alaska in accordance with FAA Regulations, the terms and conditions of the Agreement, and principles of good airmanship. The bid will describe the minimum standards.

All aircraft must be dedicated to the Medevac role and may not be used for other purposes except pilot training, unless an aircraft which meets the terms and conditions of the Agreement is provided with no interruption in service to MA.

The Contractor shall respond immediately to all calls for Medevac service initiated by the MA through MA's authorized personnel. The Approved Aircraft, Flight Crew and Medical Crew shall be available without delay following receipt of the initial call from the DH at all the times. The Flight Crew shall be available within 15 minutes of notification.

Each dedicated Aircraft at a Base Location shall maintain in a standby condition ready to depart from the Contractor's facilities within forty five (45) minutes of acceptance by the pilot-in-command.

The bid will describe plans if primary aircraft becomes inoperable.

The Contractor must release to MA, any and all information pertaining to the Contractor's flight operations.

B(8) Flight Crew Requirements

The minimum pilot qualifications, training, and experience of all Flight Crew shall be described in the bid and shall meet or exceed the minimum applicable state and federal requirements. Flight crew available within any 24-hour period will be described in bid.

MA recommends that some air medical training be provided for all medevac pilots, so that there is an understanding of the impact of flight on patient conditions and how they can modify the flight to have a positive impact on the patient's outcome. This should include:

- Approach to interfacility transport;
- Aviation Physiology and the application to patient transport;
- Infection Control in the aircraft – impact on pilots;
- Air Medical Pilot Decision making and the impact on the patient's condition;

- Handling medical emergencies.

Each flight crewmember must be free from any virulent disease communicable by airborne transmission. It is recommended that all Medevac flight crewmembers maintain current inoculations against diphtheria, poliomyelitis, tetanus, influenza and hepatitis B.

B(9) Medical Flight Crew Personnel

Medical Personnel suitable for providing Medevac services are Registered Nurses, Paramedics, Respiratory Therapists and Physicians. The qualifications, experience, and proposed scope of procedural competency of all Medical Flight Crew shall be described in the bid and shall meet or exceed the minimum applicable state and federal requirements.

Skill levels of air medical crew must be appropriate to provide care for a wide range of patients and conditions as outlined above. These include low acuity to ICU type patients of all ages.

Proposers are expected to outline the types of medical personnel being proposed including specific skill levels proposed and the types of medical interventions the teams are capable of providing in order to address the needs of the patient populations in the region.

All attendants must be trained for critical care.

The Contractor shall ensure that all Medical Flight Personnel shall have completed Fit Testing for N95 mask and the required documentation certifying successful completion must be received by MA prior to any initial certification for service under this Agreement.

All Medical Flight Personnel will be trained and understand the effects on patients with respect to aircraft acceleration, aircraft deceleration, rapid aircraft depressurization, confined work space and use of specialized equipment in aircraft.

The Medical Flight Personnel will be trained in loading and unloading of patient/stretchers with patient in a supine position, without excessive maneuvering.

Medical Flight Personnel will be trained to understand aircraft pressurization limitations.

Air Medical Flight Crew assigned to Medevac flights will hold and carry valid licences, endorsements and certifications appropriate to the intended operation.

Air Medical Flight Personnel will be free from any virulent disease communicable by airborne transmission. It is recommended that all Medevac flight crewmembers maintain current inoculations against diphtheria, poliomyelitis, tetanus and hepatitis B, and a recent (1 year) TB test.

Newborns and Neonatal patients or those less than 28 days of age that are critically ill may need to be transported by a specialized neonatal team. The Contractor will outline how they propose to transport these young patients or if the service will be completed by another provider.

Contractor will provide in the bid the proposed list of medications, medical supplies, and procedures.

MA will require an annual report of the training completed by air medical and aviation crews. The must outline a program of continuing clinical education for each care provider that is consistent with industry standards.

B(10) Medical Equipment

The Contractor will provide the medical equipment that will be used on the Medevac flights. Each aircraft involved in Medevacs should be equipped in a similar fashion.

B(11) Medical Operations

The Contractor will ensure that medical operations are conducted in accordance with all applicable training and standards, and within the licence, competency and experience of the Medical Flight Personnel.

The Contractor must have a medical director available 24 x 7 on-line. This physician must available to air medical crew and/or the regional on call physician for emergency consultations for more complicated or difficult cases. The medical director should be a physician with significant training or experience in emergency or critical care medicine including aeromedical medicine. The operational plan should specify the role of local medical providers both in Maniilaq Health Center and the village clinics.

The Contractor must include an operational plan narrative with a description of how medevac requests will be received, how services will be dispatched, how back up aircraft will be retained, how crews will be notified, how communications will be carried out, etc. This operational plan should also outline how medical operations will be carried out and by whom, and how the Contractor intends to address the critical needs of the patient population.

Air Medical Flight Personnel may be called to assist with patient care in Maniilaq Health Center or help with EMS training. Both these duties are secondary to air transport duties.

Any occurrence, flight irregularity or violation must be reported to MA's designated Quality Assurance Program personnel within 48 hours in the form of a written report.

The vendor must provide material outlining how adverse events are reported and defined. The Contractor must have in place a quality assurance program capable of addressing patient care deficiency events.

Flight Crew should remain unaware of the nature of the patient's medical condition until AFTER the "go no go" decision is made. The Flight Crew shall at a minimum be informed of:

- Gender and age of patient and passengers

- Requested cabin altitude restrictions
- Possibility of medical emergency or patient condition change requiring crew coordination in-flight.

B(12) Contract Management & Reporting

The successful service provider will be responsible to attend quarterly contract management meetings. The meeting dates will be determined by mutual agreement between MA and the Contractor. The meetings will be held in a location agreed to by both parties. The Contractor will attend the meetings or may call-in to the meetings if MA agrees to this format of participation. In preparation for the meeting, the Contractor will prepare the following reports:

- Statistics on all flights attempted, completed, or referred to another provider including categorized reasons for any delay or declination
- Statistics regarding the patients carried including the following:
 - Age
 - Diagnosis
 - Origin & destination
 - Air medical flight crew
- Significant medical or flight events
- Any compliance issues with the need of 100% of blood transfusion tags being returned to Maniilaq for any blood products released to the flight crew
- Comments including if another medevac plane not included in the contract or an alternate carrier was used
- All patient and flight reports must be made available to Maniilaq for quality improvement or research purposes as requested
- Outstanding contract issues
- Other as agreed by MA and the Service provider.

The contractor will provide a monthly report on completed flights by community and destination. The report is due by the 15th of every month.

B(13) Pricing

The proposal should include any charges to MA for Indian Health Service (IHS) eligible beneficiaries for full Medevac/Air Ambulance medically necessary transports, transports that may not meet medical necessity from third party payers, and backhaul transportation from Anchorage to Kotzebue or patients home community in the region. For patients who are not IHS eligible beneficiaries the proposer is responsible for all collections from third party payers or the individual.

C. RATING CRITERIA and PROPOSAL EVALUATION

The following is an overview of the categories and weighting for the rated criteria of the RFP.

PROPOSAL RATING SCHEDULE – Air Ambulance Equipment 50% of Overall Evaluation

ITEM	Rating Criteria	Unit Points Awarded (A)	AssiMAed Weight (B)	Total Points (A) x (B) = (C)
1	Aircraft Type(s) and Configuration(s)		15%	
2	Basing Strategy and Medevac Response Plan		15%	
3	Flight Plans for Medevac Routes and Conditions		20%	
4	Flight Crew Qualifications and Experience		10%	
5	Aircraft Maintenance Plan		5%	
6	Experience of Proposers		10%	
7	Proposers Fees for service		10%	
8	Alaska Native Content	Alaska Native Labor Plan	7.5%	
		Alaska Native Firms	7.5%	
Proposer Name:			Total:	

Date: _____

COMMITTEE MEMBER: _____

LEGEND:	RATING POINTS:
A – Evaluation Points Awarded	Poor 0 - 3 points
B – Weighting Factor	Fair 4 - 6 points
C – Sub-Total Weighted Score (A times B)	Good 7 - 8 points
	Excellent 9 - 10 points

**PROPOSAL RATING SCHEDULE – Air Medical Flight Crew –
50% of Overall Evaluation**

ITEM	Rating Criteria	Unit Points Awarded (A)	AssiMAed Weight (B)	Total Points (A) x (B) = (C)
1	Medical Crew Requirements		15%	
2	Medical Equipment Requirements		10%	
3	Medical Operations Requirements		20%	
4	Medical Flight Crew Safety Requirements		10%	
5	Relative Experience of Flight Crew		10%	
6	Security Crew Requirements		10%	
7	Respondents Fees for service		10%	
8	Alaska Native Content	Alaska Native Labor Plan	7.5%	
		Alaska Native Firms	7.5%	
Proposer Name:			Total:	

Date: _____

COMMITTEE MEMBER: _____

LEGEND:	RATING POINTS:
A – Evaluation Points Awarded	Poor 0 - 3 points
B – Weighting Factor	Fair 4 - 6 points
C – Sub-Total Weighted Score (A times B)	Good 7 - 8 points
	Excellent 9 - 10 points

The following is provided as a guide to assigning an appropriate score relative to the quality of the proposal submission:

1) If the Quality of the Response is:

- No information provided;
- Requirement was not mandatory, but Proposer did not provide any information or address the issue;

Award the Following Points: 0 (Zero)

2) If the Quality of the Response is:

- Falls short of meeting basic expectations;
- has a low probability of success.

Award the following points: 1 – 3 (Poor)

3) If the Quality of the Response is:

- Acceptable at a minimum level; meets our basic requirements; has a reasonable probability of success;
- some objectives may be met.

Award the following points: 4 - 6 (Fair)

4) If the Quality of the Response is:

- A sound response; fully meets most of our requirements; very good probability of success;
- achieves all objectives in a reasonable fashion.

Award the following points: 7 - 8 (Good)

5) If the Quality of the Response is:

- Meets all of our requirements; exceeds expectations;
- excellent probability of success in achieving all objectives;
- very innovative.

Award the following points: 9 - 10 (Excellent)

Note that a zero (0) score is reserved only for instances where the proposal does not address an issue that was requested in the RFP or where desired information is not provided. It should not be confused with failure to address a mandatory requirement which would render the proposal non-compliant and warrant rejection without further consideration.

B(14) Selection Methods

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved. If alternative solutions are offered, submit the information in the same format, as a separate proposal. MA may consider alternate solutions to the issues stated in the RFP.

The evaluation committee will assess proposals against the Patient Transport Service requirements as outlined in this RFP document. The assessment will follow the Evaluation Criteria as outlined in this RFP document.

B(15) Rating

The evaluation team will utilize specific criteria to rate each proposal. Ratings will be confidential and no details will be released to any of the other Proposers.

Proposers must outline a program of continuing clinical education for each care provider that is consistent with industry standards.

MA is interested in options to build local medical flight crew capacity by recruiting and training Maniilaq Service Area residents. Proposers are encouraged to offer options to address this issue in their proposals.

APPENDIX D - PRICING FORM

The proposer should list any charges anticipated to MA related to the transport of Indian Health Service eligible beneficiaries as determined by MA for the following categories of patients and transport.

Category of transport/patient	Charges, if any, to MA (fixed or variable fees, mileage fees, balance billing)
Medically necessary transport for patient with third party payer (Medicaid, Medicare, commercial insurance)	
Transport deemed not medical necessary by third party payer or requested by Maniilaq for other reasons	
Backhaul transport of patient from a higher level of service facility back to the Maniilaq Service Area	
Rollover to another Medevac service provider when the contractor is unable to provide the service	