

Exhibit A
Solicitation Instructions
AHCCCS RFP YH24-0004
Fee-For-Service Pharmacy Benefit Management Services

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DEFINITIONS

Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

1. **AAC: Arizona Administrative Code.** The Office of the Arizona Secretary of State provides the official A.A.C. online at: <http://www.azsos.gov/rules/arizona-administrative-code>
2. **A.R.S.: ARIZONA REVISED STATUTES.** The Arizona State Legislature provides the official A.R.S. online at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp>
3. **ASFS:** AHCCCS Secure File Share.
4. **AHCCCS:** The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
5. **AHCCCS COVERED SERVICES:** Those services set forth in A.R.S. § § 36-2907 and 36-2939, A.A.C. Title 9 Chapter 22, Articles 2 and 12 and, Chapter 28, Articles 2 and 11.
6. **ATTACHMENT:** Any item the Solicitation requires an Offeror to submit as part of the Offer.
7. **BEST AND FINAL OFFER:** A revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service and products to be delivered. Sometimes referred to as a Final Proposal Revision.
8. **CMS:** Centers for Medicare and Medicaid Services, an organization within the U.S. Department of Health and Human Services, which administers the Medicare and Medicaid programs and the State Children's Health Insurance Program.
9. **CONTRACT:** The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
10. **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
11. **CONTRACTOR:** A person who has a contract with AHCCCS.
12. **DAYS:** Calendar days unless otherwise specified. If a due date falls on a Saturday, Sunday or legal holiday, then the due date is considered the next business day. A business day means a Monday, Tuesday, Wednesday, Thursday, or Friday unless a legal holiday falls on Monday, Tuesday, Wednesday, Thursday, or Friday. Computation of time begins the day after the event that triggers the period and includes all calendar days and the final day of the period. If the final day of the period is a weekend or legal holiday, the period is extended until the end of the next business day.
13. **DELIVERABLES:** All items that the Contractor is required to deliver under this Contract
14. **DOCUMENTATION:** Means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Contractor under this Contract. Documentation includes documents in hard copy or electronic form.
15. **EXHIBIT:** Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

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16. **FEE-FOR-SERVICE (FFS):** A method of payment to an AHCCCS registered provider on an amount-per-service basis for services reimbursed directly by AHCCCS for members not enrolled with a managed care Contractor.
17. **GRATUITY:** A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
18. **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
19. **KEY PERSONNEL:** Contractor's Authorized Representative, the Project Manager, and all other Contractor personnel designated as Key Persons.
20. **MATERIAL OMISSION:** A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
21. **MATERIALS:** All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
22. **MAY:** Indicates something that is not mandatory but permissible.
23. **MEDICAID:** A Federal/State program authorized by Title XIX of the Social Security Act, as amended.
24. **MILESTONE:** The completion date for a specific group of tasks or deliverables identified as a milestone in the statement of work.
25. **NATIONAL PROVIDER NUMBER:** This single, unique ID is used for billing purposes by the provider to all third party payers, including billing for reimbursement under the DSC Program. All typical health care providers must have a 10-digit National Provider Identifier (NPI).
26. **Not Susceptible for Award** means that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
27. **OFFER:** A response to a solicitation.
28. **OFFEROR:** A vendor or person who responds to a Solicitation.
29. **PERSON:** Any corporation, business, individual, union, committee, club or other organization or group of individuals.
30. **PMMIS:** Prepaid Medicaid Management Information System, the management information system used by AHCCCS.
31. **Pricing Document** means Pricing Document, part of the Solicitation Requirements. Also known as Pricing Document as defined in the Special Terms and Conditions.
32. **PROJECT MANAGER:** the person representing both Agencies who serves as the Contractor's primary point of contact for the term of the Contract.
33. **PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.
34. **RELATED PARTY:** A party that has, or may have, the ability to control or significantly influence a Contractor, or a party that is, or may be, controlled or significantly influenced by a Contractor. "Related parties" include, but are not limited to, agents, managing employees, persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned

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subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.

35. **REQUEST FOR PROPOSAL (RFP):** Document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (proposal).
36. **SCOPE OF WORK:** The documents that describe the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, Documentation, Work Product, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the payment schedule for each Deliverable and Milestone, and any other items as agreed by the parties.
37. **SERVICE LEVEL AGREEMENT:** A type of subcontract with a corporate owner or any of its Divisions or Subsidiaries that requires specific levels of service for administrative functions or services for the Contractor specifically related to fulfilling the Contractor's obligations to AHCCCS under the terms of this Contract.
38. **SERVICES:** Means all effort to be expended by the Contractor under the Contract, including advice and expertise, and development and delivery of deliverables
39. **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
40. **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
41. **SMALL BUSINESS:** means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
42. **SOLICITATION:** An Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
43. **SOLICITATION AMENDMENT:** A written document that is authorized by the Procurement officer and issued for the purpose of making changes to the Solicitation.
44. **STATE:** The State of Arizona and AHCCCS.
45. **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.
46. **SUBCONTRACT:** Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
47. **TITLE XIX:** Title XIX of the Social Security Act means Medicaid as defined in 42 U.S.C. 7.19.

SPECIAL INSTRUCTIONS TO OFFERORS

1. **Anticipated Procurement Schedule:**
All dates here are subject to change at any time.

Activity	Date
RFP Release	Friday, October 20, 2023
Pre-Proposal Conference	None
Offeror Questions Due	Thursday, November 2, 2023, 3pm AZ Time
Deadline to request access to AHCCCS Secure File Share (ASFS)	Friday, November 24, 2023, 3pm AZ Time
Offeror's Proposals Due	Thursday, December 7, 2023, 3pm AZ Time
Final RFP Award (Subject to change)	Monday, January 15, 2024
Services Start Date	Tuesday, October 1, 2024

2. **Questions:** All questions concerning this solicitation shall be submitted via email using the AHCCCS Q&A form found with the solicitation document to the Procurement Officer identified on the first page of the solicitation document. Offerors may not contact other AHCCCS employees concerning this solicitation.
3. **Evaluation Criteria and Selection Process:** In accordance with the A.R.S. 36-2903 et seq., awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria.

Proposals will be evaluated based upon the ability of the Offeror to satisfy the requirements of the Solicitation in a cost-effective manner. The scored portions of the evaluation are listed in their relative order of importance.

- 3.1 Evaluation Criteria 1: Method of Approach
- 3.2 Evaluation Criteria 2: Cost
- 3.3 Evaluation Criteria 3: Experience and Expertise of the Firm and Key Personnel

Any proposals not meeting the Mandatory Requirements will be disqualified and rejected. Other susceptibility and rejection criteria are listed below in "Rejection of Proposal".

Notwithstanding any other provision of this Solicitation, AHCCCS expressly reserves the right to:

1. Waive any immaterial mistake or informality,
2. Reject any or all Proposals, or portions thereof, and/or
3. Reissue a Request for Proposal.

Evaluators will be focused on information expressly provided by the Offeror. No inferences or assumptions will be made by the evaluation team when scoring in order to evaluate information submitted by the Offeror which is not clear, explicit, or thoroughly presented. Use of contingent language such as 'exploring' or 'taking under consideration' will not be given any weight during the scoring evaluation process. A policy, brochure, or reference to a policy or manual does not constitute an adequate response and will not be given any weight during the scoring evaluation process.

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It is the responsibility of the Offeror to examine the entire RFP, timely seek clarification of any requirement that may not be clear and review all responses for accuracy before submitting its Proposal. The Proposal becomes a part of the Contract. Therefore, whatever information is stated in the Proposal may be evaluated either during the Proposal evaluation process or subsequently during other reviews. If any information contained inside an Offeror's proposal contradicts or does not comply with the solicitation requirements, the solicitation requirements prevail, unless otherwise accepted by AHCCCS in writing.

4. **Submission of Proposal:**

4.1. The Offeror shall submit its proposal to the AHCCCS Secure File Share (ASFS). The Offeror may request access to the ASFS for multiple individuals (number will be specified on the Intent to Bid form). Each individual shall submit a separate Intent to Bid form and shall be an employee of the potential Offeror and not a consultant or independent contractor. Once the signed and submitted Intent to Bid is received, the Individual will receive an email with access and instructions to the ASFS. Failure to follow the prescribed format for submission may result in AHCCCS determining that the submission is non-responsive. The deadline for all individuals to request access to the ASFS is November 24, 2023, by 3pm AZ time. Offerors must request access to ASFS by this date in order to submit a proposal.

4.2. **Font and Margins:** All proposals shall be submitted in Calibri 12-point font or larger with margins no less than ½".

4.3. **Page Limits:** The Offeror has the discretion to include or exclude the narrative submission requirement text as a part of the Offeror's response; however, the required page limit applies regardless of whether or not the text is included. AHCCCS will only consider the information provided within the allotted page limit and permitted attachments, if any, in response to a specific submission requirement when evaluating the Offeror's Proposal. AHCCCS will not consider information outside the allotted page limit or any other information provided elsewhere in the Proposal when reviewing a specific response to an individual submission requirement.

5. **Contents of Proposal:**

The Offeror's Proposal shall contain the following and be organized as follows (see Exhibit A Solicitation Instructions of Offerors):

PART A

- A1 Transmittal Letter with list of portions to be kept confidential (if any)
- A2 Attachment 9 - Signed Offer and Acceptance Page
- A3 Signed Solicitation Amendment(s)

PART B

- B1 Narrative Proposal Method of Approach (limited to 50 pages)
- B2 Narrative Proposal Experience and Expertise (limited to 10 pages)
- B3 Attachment 1 – Price Sheet
- B4 Attachment 2 – Offeror's Medicaid State References

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- B5 Attachment 3 - Performance Guarantees Matrix
- B6 Attachment 4 – Offeror’s Contracted Pharmacy Network
- B7 Attachment 5 – Offeror’s Maximum Allowable Cost (MAC) List
- B8 Offeror’s Organizational Chart
- B9 Offeror’s Resumes of Key Personnel

PART C

- C1 Intent to provide insurance.
- C2 Separate, signed, legal Analysis for Confidential /Proprietary Determination (if any)
- C3 Attachment 6 - Attestation of Boycott of Israel
- C4 Attachment 7 - Attestation of Forced Labor of Ethnic Uyghurs Ban
- C5 Exceptions to any part of solicitation

5.1. **Transmittal Letter:**

The Transmittal Letter must briefly summarize the Offeror’s ability to supply the requested services that meet the requirements defined in the proposal. The letter must also contain a statement indicating the Offeror’s willingness to provide the services subject to the terms and conditions set forth in the RFP. A person authorized to commit the Offeror to its representations and who can certify that the information offered in the proposal meets all general conditions must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone number, fax number, and an e-mail address if that contact is different than the individual authorized for signature.

In addition to the required detailed legal analysis, the Offeror shall summarize in their Submittal Letter the list of distinct portions, including exact page numbers, of their document is requested to be kept confidential. See paragraph 11 of this section (below).

5.2 **Narrative Proposal:**

Narrative Proposals must be structured and numbered according to the RFP section numbers and headers as presented in the table below. Responses in each section must be addressed in the order given. Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the Offeror to repeat the exact language, nor to present a paraphrased version, as an original idea for a technical approach. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

Narrative Proposals will be evaluated based on the Offeror’s distinctive plan for providing these specialized services. The Offeror shall utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the Scope of Work. When appropriate, the Narrative Proposal should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.

SPECIAL INSTRUCTIONS TO OFFERORS

The Narrative Proposal should be broken into two files:

- B1 - Method of Approach and
- B2 - Experience/Expertise.

5.2.1 Method of Approach Narrative Proposal (B1)

This section defines how the Method of Approach Narrative Proposal should be prepared, addressing the following Proposal Response Requirements. These are the requirements listed in Section 4.1. The Method of approach Narrative Proposal must be **limited to 50 pages**. The Offeror shall submit:

- 5.2.1.1 Proposals will be evaluated based on the Offeror's distinctive plan for providing these specialized services and the Offeror's ability to provide the specific plan set-ups detailed in the scope of work. The Offeror shall utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the Scope of Work. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The Offeror's proposed method of approach is limited to 50 pages.
- 5.2.1.2 The Offeror shall provide a detailed six-month implementation/project plan. (This submission requirement is excluded from the page limit.)
- 5.2.1.3 The Offeror shall provide an excel spreadsheet listing of all contracted pharmacies located in the States of Arizona, New Mexico, Utah, and border states with pharmacies near the Arizona border. The Offeror shall use Attachment 4: Offeror's Contracted Pharmacy Network as the template of required fields for submitting this information. The Offeror shall list and submit their contracted pharmacies for Arizona, New Mexico, and Utah on separate tabs in the excel spreadsheet. (This submission requirement is excluded from the page limit).
- 5.2.1.4 The Offeror shall respond to each Performance Guarantee in Attachment 3 Performance Guarantees Matrix. The Offeror may add additional performance guarantees. (This submission requirement is excluded from the page limit.)
- 5.2.1.5 Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the Offeror to repeat the exact language, nor to present a paraphrased version, as an original idea for a technical approach. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

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5.2.2 **COST:**

The Offeror is required to propose pricing for their proposed method of approach for each program component as identified in Attachment 1: Pricing Schedule. The pricing methodology rates shall be inclusive of all costs associated with the provisions for all services. No additional fees will be paid by AHCCCS.

5.2.2.1 The Offeror shall provide an annual brand discount guarantee (in aggregate) exclusive of the retail Usual & Customary (U&C), generic products, and compounded claims pricing. Annual Guarantee rates must be stated for retail, mail-order, long-term care and specialty pharmacies.

5.2.2.2 The Offeror shall provide an annual overall effective generic rate and discount guarantee (in aggregate) inclusive of the generic MAC and non-MAC pricing, exclusive of retail Usual & Customary, brand name medication and compounded claims. Annual guarantee rates must be stated for retail, mail-order, long-term care and specialty pharmacy.

5.2.2.3 The Offeror must clearly state the "Lessor of Logic" payment methodology to be used for both brand name and generic medications, for drugs dispensed by retail, mail-order, long-term care and specialty pharmacies.

5.2.2.4 The Administrative/Transaction Fee must be included in the proposal on a "per paid prescription" basis and stated on Attachment 1: Pricing schedule for drugs dispensed by retail, mail order and specialty pharmacies. The IHS AIR plan set-up is excluded from the "per paid claim" requirement and an administrative/transaction fee may be charged for each submitted AIR claim unless the claim has been denied.

5.2.2.5 The Offeror must submit their current Maximum Allowable Cost (MAC) List in an excel format using Attachment 5: MAC List.

5.2.3 **Experience and Expertise of the Firm and Key Personnel (Limit 10 pages):**

This section defines how the Experience/Expertise Narrative Proposal should be prepared, addressing the following Proposal Response Requirements. The Experience/Expertise Narrative Proposal must be limited to 10 pages with the exception of Org Chart, Resumes, and References. The Offeror shall submit:

5.2.3.1 The Offeror shall submit information documenting successful and reliable experience in past performances as related to the services in this RFP. The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work.

5.2.3.2 The qualifications of the key personnel proposed by the offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience, technical expertise and qualifications for each key personnel proposed. Offeror should provide the names, titles, and a resume for all proposed key personnel; clerical staff is not considered key personnel.

5.2.3.3 The offeror may submit any other pertinent information which would substantiate each proposed key person possesses the experience, expertise, and capability to provide the assigned services.

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- 5.2.3.4 References of the Offeror: References shall be verifiable and be able to comment on the offeror's related experience. The offeror shall submit, at a minimum, three (3) State Medicaid references (OUTSIDE OF AHCCCS) which demonstrate the Offeror possesses an understanding and the experience in providing the required services. AHCCCS may choose to contact references when considering an Offeror's proposal at its discretion. Please ensure all information is current, accurate and prior permission to use is obtained from each reference. See Attachment 2: Offeror's State Medicaid References.
- 5.2.3.5 The offeror shall provide an organizational chart which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart shall identify the prime point of contact between the offeror and the AHCCCS Project Manager.
- 5.3 **Intent to Provide Certificate of Insurance:** The Offeror shall provide a brief statement that, if notified of contract award, the Offeror will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification.
- 5.4 **Additional Information (OPTIONAL):** The Offeror may, at its option, submit any other pertinent information which would substantiate the Offeror has the experience, expertise, and capability to provide the required services. The intent is to allow flexibility to an Offeror who may have desire to submit information that is not specifically requested by AHCCCS in the Special Instructions to Offerors as part of its Experience and Expertise submission and is NOT intended to allow any Offeror to circumvent the page limits of any requirement. Any additional information that is received pursuant to this section must be contained exclusively in the Experience and Expertise section, and the submission MUST adhere to any prescribed page limits. Any pages submitted beyond the page limits for any submission requirement will not be reviewed by evaluators nor will it be included in the scored portion of the Offeror's proposal.
6. **Presentations and Demonstrations:** AHCCCS may request Offerors who are determined to be reasonably susceptible for award to give a presentation or show a demonstration of the product or service to the evaluation committee.
7. **Financial Stability:** The Offeror must be financially stable and if requested shall be able to substantiate the financial stability of its company. Upon written request from AHCCCS, the Offeror shall submit an annual financial statement for itself, and parent company (if applicable) within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

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8. **Clarification of Offers:** AHCCCS may request clarification of an offer any time after receipt. Clarifications may be requested orally or in writing. If clarifications are requested orally, the Offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the Offeror is susceptible for award.
9. **Negotiations:** Negotiations may be conducted orally or in writing at the discretion of AHCCCS. Negotiations may be conducted in order to improve offers in such areas of cost, price, specifications, performance, or terms, to achieve best value for the State. Negotiations may include demonstrations (oral presentations). Award(s) may be made without negotiations; therefore, offers should be submitted on most favorable terms.
10. **Final Proposal Revisions / Best and Final Offers:** Written Final Proposal Revisions, or Best and Final Offers, will be requested from any Offeror with whom negotiations have been conducted, unless the Offeror has been determined not within the competitive range, not susceptible for award or non-responsible.
11. **Request for Confidential/Proprietary Determination:**
 - 11.1. If an Offeror believes that a specific portion of its bid, proposal, offer, specification, or protest contains information that should be withheld from public inspection due to confidentiality, the Offeror shall submit to the Procurement officer a detailed legal analysis, prepared by legal counsel, which sets forth the bases for the requested non-disclosure and the specific harm or prejudice which may arise if disclosed. The analysis shall be presented to the Procurement Officer at the same time as the bid, proposal, offer, specification or protest.
 - 11.2. An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those very limited and distinct portions which are considered by the Offeror as confidential may be identified as such.
 - 11.3. In the event that AHCCCS receives a request for disclosure of the information, AHCCCS will disclose the information in accordance with the law. Prior to disclosure, AHCCCS will inform the Offeror of such request and provide the Offeror a period of time to take action it deems appropriate to support non-disclosure. The Offeror shall be responsible for any and all costs associated with the nondisclosure of the information.
 - 11.4. In addition to the required detailed legal analysis, the Offeror shall summarize in their Submittal Letter the distinct portions, including exact page numbers, of their document is requested to be kept confidential.
 - 11.5. If any pieces of your proposal are being requested to be kept confidential, and withheld from public viewing, please submit an additional redacted copy of the proposal, clearly listed as REDACTED in the file name. This will ensure that our office is crystal clear on which version of your proposal is acceptable for public viewing.

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- 11.6. Regardless of a determination issued by the procurement officer, all portions of the Offeror's proposal, even pages that are proprietary, may be provided to CMS or other state or federal oversight agencies.

12. REJECTION of a PROPOSAL - Responsibility, Responsiveness, Susceptibility, and Best Interest

In accordance with applicable procurement regulations and best practices, at any time during the evaluation, AHCCCS may reject an Offer based upon a determination that Offeror is not responsible, or that the proposal is not responsive or not susceptible for award. AHCCCS may reject the Offer if doing so is in the best interest of the State. When rejecting a proposal, AHCCCS may consider any of the following:

- 12.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 12.2. Whether the Offeror has had a Contract that was terminated by AHCCCS for any reason;
- 12.3. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints, and/or negative references;
- 12.4. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including sub-contractors;
- 12.5. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 12.6. Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 12.7. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 12.8. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 12.9. Whether the Offer limits the rights of the State;
- 12.10. Whether the Offer includes, or is subject to, unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 12.11. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions;
- 12.12. Whether the Offeror provides misleading or inaccurate information;
- 12.13. Whether the Offer fails to meet the minimum mandatory requirements of the RFP;
- 12.14. Whether the Offer satisfies the requirements of the RFP in a cost effective manner, as determined by AHCCCS;

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- 12.15. Whether the Offeror's pricing is unrealistic, or unreasonably or unsubstantiated high; or Any other criteria deemed appropriate by AHCCCS to determine if the Offer is in the best interest of the State.

UNIFORM INSTRUCTIONS TO OFFERORS

Definitions – all definitions listed above in the Definition of terms.

1. **Inquiries:**

- 1.1. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 1.2. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 1.3. **Submission of Inquiries:** All inquiries related to the Solicitation are required to be submitted via email to the Procurement Officer listed on the front page of this solicitation and on the AHCCCS Q and A form. All responses to inquiries will be answered in the form of a solicitation amendment. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 1.4. **Timeliness:** Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than the date and time indicated on the Notice of Request for Proposal (RFP front page) for review and determination by AHCCCS. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 1.5. **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 1.6. **Solicitation Amendments:** The Solicitation shall only be modified by a Solicitation Amendment.
- 1.7. **Pre-Offer Conference:** If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet. Offerors should raise any questions they may have about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 1.8. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

UNIFORM INSTRUCTIONS TO OFFERORS

2. Offer Preparation:

- 2.1. Electronic Documents: The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include Microsoft Word, Excel and Powerpoint, Adobe Acrobat PDF, or as otherwise included in the solicitation. Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 2.2. Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.
- 2.3. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 2.3.1. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.4. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.5. Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 2.6. Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 2.7. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
 - 2.7.1. Employee Identification: Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is

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being requested solely for tax reporting purposes and will be shared with only appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

- 2.8. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 2.9. Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.10. Delivery (commodities only): Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
- 2.11. Federal Immigration and Nationality Act: By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply the adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 2.12. Offshore Performance of Work Prohibited: Any service that are described in the specifications or scope of work that directly serve the State of Arizona or its clients involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

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3. Submission of Offer:

- 3.1. Offer and Acceptance: Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 3.2. Solicitation Amendments: Each Solicitation Amendment shall be signed by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- 3.3. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4. Public Record: All Offers submitted and opened are public records and must be retained by the State for a period of time in accordance with the law. Offers shall be open and available to public inspection after Contract award, except for such portions deemed to be confidential in accordance with the procurement.
- 3.5. Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 3.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 3.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

4. Evaluation:

- 4.1. Taxes: If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.2. Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.3. Disqualifications: An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

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- 4.4. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Best and Final Offer due date.
- 4.5. Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
- 4.5.1. Waive any minor informality;
 - 4.5.2. Reject any and all Offers or portions thereof; or
 - 4.5.3. Cancel the Solicitation.
5. **Award**: AHCCCS shall award a Contract to the responsible and responsive Offeror whose proposal is determined most advantageous to the State under A.R.S. §36-2906 (R9-22 Article 6).
- 5.1. Number or Types of Awards: AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is deemed most advantageous to AHCCCS and to the State.
- 5.2. Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3. Effective Date: The effective date of this Contract shall be the date that the Procurement officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
- 5.4. A response to this Request for Proposal is an offer to contract with AHCCCS based upon the terms, conditions, scope of work and specifications of the RFP. All of the terms and conditions of the Contract are contained in this Solicitation, Solicitation amendments and subsequent Contract amendments, if any, signed by the AHCCCS Chief Procurement Officer. Proposals do not become Contracts unless and until they are accepted by the AHCCCS Chief Procurement Officer. The Proposal submitted by the Offeror will become part of the Contract with AHCCCS. A Contract is formed when the AHCCCS Chief Procurement Officer signs the award page and provides written notice of the award(s) to the Successful Offeror(s), and the Offeror accepts any special provisions to the Contract and the final rates awarded. All Offerors will be promptly notified of Contract award.
- 5.5. The Offeror should note that, if awarded a Contract, the Offeror must meet all AHCCCS requirements, irrespective of what is requested and evaluated through this Solicitation. The Proposal submitted by the Offeror will become part of the Contract with AHCCCS and the Offeror shall comply with all commitments and statements included in its RFP submission.

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- 6. Protests:** Any protest shall comply with and be resolved according to A.R.S. § 36-2906 and rules adopted thereunder. Protests shall be submitted via email to the AHCCCS Procurement officer.