

STATE OF ALASKA REQUEST FOR PROPOSALS



HEALTH CARE AUTHORITY FEASIBILITY STUDY RFP 170000002

ISSUED JULY 5, 2016

THE STATE OF ALASKA IS SEEKING A CONTRACTOR TO EVALUATE THE FEASIBILITY OF CREATING A HEALTH CARE AUTHORITY (HCA) TO COORDINATE HEALTH CARE PLANS AND CONSOLIDATE PURCHASING EFFECTIVENESS FOR EMPLOYEES AND INDIVIDUALS WHOSE HEALTH CARE BENEFITS ARE FUNDED DIRECTLY OR INDIRECTLY BY THE STATE, WITH THE GOAL OF ACHIEVING THE GREATEST POSSIBLE SAVINGS TO THE STATE THROUGH A COORDINATED APPROACH ADMINISTERED BY A SINGLE ENTITY.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION

PRIMARY CONTACT:

HILARY PORTER
PROCUREMENT OFFICER
HILARY.PORTER@ALASKA.GOV

(907) 465-5758

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration is soliciting proposals from qualified vendors to evaluate the feasibility of creating a Health Care Authority (HCA) to coordinate health care plans and consolidate purchasing effectiveness for employees and individuals whose health care benefits are funded directly or indirectly by the state, with the goal of achieving the greatest possible savings to the state through a coordinated approach administered by a single entity.

The feasibility study will be conducted in two phases. The first will evaluate the coordination of purchasing strategies to improve cost effectiveness; the second will evaluate the coordination of health plan administration across entities. Additionally, the study will require the design and implementation of a stakeholder engagement and a data collection processes. Each phase must include a comprehensive written analysis with the contractor's recommendations, the justification for those recommendations, a detailed summary of the data collected, and tables, charts, graphs or other tools that will provide a quick summary of the report findings and recommendations. Additional requirements for each phase are in the project scope.

SEC. 1.02 BUDGET

The Department of ADMINISTRATION estimates a budget of \$550,000 dollars for completion of this project. Proposals priced at more than THIS AMOUNT will be considered non-responsive.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 PM prevailing Alaska Time on July 25, 2016. Emailed proposals are acceptable but are subject to system limitations (See Sec. 1.07 Return Instructions). Faxed proposals are discouraged and oral proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must demonstrate that they meet these minimum prior experience requirements:

- Successful performance of at least TWO studies within the past FIVE years that assessed the feasibility and cost-benefit of consolidating health care purchasing strategies and/or health insurance plan administration among three or more health insurance plans and/or health care purchasing programs.
- At least THREE years of experience within the past FIVE years in the areas of analysis, development, operation, and evaluation of health benefit programs, Medical Assistance programs.
- Project staff or subcontractor who is a certified health care actuarial with at least TWO years of experience within the past FIVE years in the performance of actuarial analysis of health benefit programs.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the

procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 VENDOR REGISTRATION & QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Vendors should contact the procurement officer in writing and request to be registered for this RFP. The state may conduct individual question and answer sessions with registered vendors to ensure the RFP requirements and the state's scope of work is clear. Only vendors who have been registered with the procurement officer prior to 4:30 pm, Alaska Time, on July 12, 2016 shall be invited to the question and answer session, if held.

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **HILARY PORTER** – PHONE **907-465-5758** - FAX **907-465-2189** – EMAIL **hilary.porter@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of **Administration**
Division of **General Services**
Attention: **Hilary Porter**
Request for Proposal (RFP) Number: **17000002**
RFP Title: **Health Care Authority Feasibility Study**

If using U.S. mail, please use the following address:

PO BOX 110210
Juneau, AK 99811-0210

If using a delivery service, please use the following address:

333 Willoughby Ave., Room 700
Juneau, AK 99801

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at **(907) 465-2250** to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **doa.dgs.info@alaska.gov** as separate, clearly labeled attachments, such as "Vendor

A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror’s responsibility to contact the issuing agency at (907) 465-2250 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP **July 5, 2016,**
- Pre-proposal conference on **July 12, 2016,**
- TBD: Question & Answer session with registered vendors **July 13-20, 2016**
- Deadline for Receipt of Proposals **July 25, 2016,**
- Proposal Evaluation Committee complete evaluation by **July 28, 2016,**

- Interviews with shortlisted offerors **August 1 -3, 2016,**
- State of Alaska issues Notice of Intent to Award a Contract **August 5, 2016,**
- State of Alaska issues contract **August 15, 2016,**
- Contract start **August 16, 2016.**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Administration, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 AM, Alaska Time, on July 12, 2016 in the DIVISION OF GENERAL SERVICES LARGE conference room on the 7TH floor of the STATE OFFICE BUILDING in JUNEAU, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska legislature passed Senate Bill (SB) 74 in April 2016, which establishes a series of provisions intended to fundamentally redesign Alaska’s Medicaid program in order to increase quality and cost-effectiveness. Included in SB 74 is a provision requiring the Department of Administration to procure a study to determine the feasibility of creating a health care authority to coordinate health care plans and consolidate purchasing effectiveness for all state employees, retired state employees, retired teachers, medical assistance recipients, the Alaska workers compensation program, University of Alaska employees, employees of state corporations, and school district employees, and other entities.

SEC. 2.02 OVERVIEW OF NEED

The State of Alaska is a central payer for health care in the state through its role in offering health insurance for state of Alaska employees and retirees, Medicaid recipients, and the provision of funding to school districts, the University of Alaska, and other state corporations who in turn provide health insurance to their employees. The HCA study called for in SB 74 is the initial step in determining whether consolidating purchasing power under a Health Care Authority is feasible, realistic, and can serve as an effective avenue in developing a solution for a broader problem.

Links to Relevant Background Reports:

- SB 74:
<http://www.legis.state.ak.us/PDF/29/Bills/SB0074Z.PDF>
- Institute for Social & Economic Research, University of Alaska, 2011 report on health care:
<http://www.iser.uaa.alaska.edu/Publications/RevisedHealthcare.pdf>
- Acute Medical Payment Comparison Studies by Milliman, Inc., 2011-2012:
<http://dhss.alaska.gov/ahcc/Pages/focus/healthcarecosts.aspx>
- Hay Group Report for Alaska Senate Finance Committee on Alaska public school employee health benefit system:
<http://www.alaskaeducationupdate.com/sites/default/files/Hay%20Group%20Report,%20SFIN,%20Dec%206%202013.pdf>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Evaluate the feasibility of creating a Health Care Authority (HCA) to coordinate health care plans and consolidate purchasing effectiveness for employees and individuals whose health care benefits are funded directly or indirectly by the state, with the goal of achieving the greatest possible savings to the state through a coordinated approach administered by a single entity.

(a) ENTITIES TO BE INCLUDED IN THE ANALYSIS:

- 1) State employees
 - a. AlaskaCare covered employee groups
 - b. Union health trusts: ASEA/AFSCME Local 52 Health Benefits Trust, Public Employees Local 71 Trust Fund, Public Safety Employees Association Health and Welfare Trust, and the Masters, Mates, and Pilots Benefit Plans
- 2) State retirees
 - a. PERS, TRS, JRS
- 3) State Medical Assistance recipients
- 4) University of Alaska employees
- 5) State corporations including but not limited to: Alaska Housing and Finance Corporation and the Alaska Gasline Development Corporation
- 6) School district employees
- 7) Political subdivisions including city, municipal, and borough governments
- 8) Participants in the individual and small group health insurance market
- 9) State of Alaska workers' compensation program
- 10) Other entities that would benefit from participation in a larger, consolidated pool

The feasibility study will be conducted in two phases, outlined in sections (b) and (c) below. The first will evaluate the coordination of purchasing strategies to improve cost effectiveness; the second will evaluate the coordination of health plan administration across entities. Each phase must include a comprehensive written analysis with the contractor's recommendations, the justification for those recommendations, a detailed summary of the data collected, and tables, charts, graphs or other tools that will provide a quick summary of the report's findings and recommendations. Additionally, the offeror must design and implement a stakeholder engagement (d), and a data collection process (e). Details follow.

(b) PHASE 1: CONSOLIDATED PURCHASING STRATEGIES

Determine the feasibility of creating a Health Care Authority (HCA) to consolidate purchasing strategies across all entities and provide recommendations for an organizational model if such an approach is determined to be feasible. The study must:

- 1) Establish the current costs, direct and indirect, associated with purchasing and management activities for each entity. Include any additional information necessary to establish a baseline from which to evaluate the feasibility and impact of consolidating health plan purchasing strategies across entities.
- 2) Review and describe the experience of other states that have created HCAs to coordinate or consolidate health care purchasing, and include a discussion of evidence-based evaluations of the impact of those HCAs on quality and cost effectiveness of the health plans.
- 3) Identify organizational models for an HCA created to consolidate purchasing strategies including but not limited to: private for-profit, private nonprofit, government, and state corporations.
 - a. Describe how this compares to HCA in other states.

- b. Identify opportunities for leveraging the existing Alaska Comprehensive Health Insurance Association state statutory authority and existing infrastructure to supporting the goals and/or operations of a HCA, particularly as it would pertain to inclusion of participants in the individual health insurance market.
 - c. Identify and describe any attributes unique to Alaska that should be taken into consideration for each model, including but not limited to: geography, population, transportation, provider access, the role of Tribal Health Organizations in the state, and the role of Veteran’s Administration in the state.
- 4) Develop detailed models for the administration of a consolidated purchasing strategy across different entities including but not limited to the following:
 - a. Provider network management
 - b. Claims administration
 - c. Pharmacy purchasing and management
 - d. Other supplemental plans, e.g.: dental benefits, vision benefits, etc.
 - 5) Determine adequate pool size for consolidated purchasing strategies through an HCA.
 - 6) Develop detailed projections of the expected savings or costs to each participating entity under viable models. Include a discussion of unique legal, regulatory, and system challenges that may be associated with coordinating purchasing strategies across the Alaska Medicaid program, workers’ compensation program, and the employee benefit plans of the other entities.
 - 7) Identify the challenges, costs, and benefits to each participating entity associated with a centralized or coordinated purchasing approach.
 - 8) Evaluate the impact of a consolidated purchasing approach on existing vendors.
 - 9) Evaluate the impact of a phased approach to consolidating purchasing strategies under an HCA.
 - 10) Evaluate the impact of mandatory participation versus a voluntary approach associated with consolidated purchasing strategies through an HCA.
 - 11) Identify the necessary steps for implementation of recommended models (if any) including timeline, impact on collectively bargained contracts, and other issues that would need to be addressed.
 - 12) Incorporate stakeholder and public input.
 - 13) Provide for any additional tasks or analysis as necessary to achieve the proposed goals.

(c) PHASE 2: COORDINATING HEALTH PLAN ADMINISTRATION

Determine the feasibility of coordinating health plan administration among some, or all, of the stated entities through an HCA and provide recommendations for an organizational model if such an approach is determined to be feasible. The study must:

- 1) Establish a baseline of current health benefits available to each entity including cost, current cost of providing health benefits to each entity under consideration.
 - a. What are the current design options and plan types?
 - b. What are the actuarial values of the plans?
 - c. What is the employer and employee cost for each plan design?
 - d. What is the cycle of coverage?
 - e. What is the length of each contract?
 - f. What costs are associated with administration including commissions, stop-loss premiums, premium taxes, and other fees?
 - g. What are the projected premium cost increases for 1, 3, and 5 year periods for each entity?
 - h. Provide a method to describe the difference in quality and cost of health care benefits among entities.
 - i. Include any additional information necessary to establish a baseline from which to evaluate the feasibility and impact of coordinating health plan administration across entities.

- 2) Review and describe the experience of other states that have created HCAs to coordinate health plan administration, and include a discussion of evidence-based evaluations of the impact of those HCAs on quality and cost effectiveness of the health plans.
- 3) Identify organizational models for an HCA created to coordinate health plan administration.
 - a. Including but not limited to: private for-profit, private nonprofit, government, and state corporations.
 - b. Describe how this compares to HCA in other states.
 - c. Identify opportunities for leveraging the existing Alaska Comprehensive Health Insurance Association state statutory authority and existing infrastructure to supporting the goals and/or operations of a HCA, particularly as it would pertain to inclusion of participants in the individual health insurance market.
 - d. Identify and describe any attributes unique to Alaska that should be taken into consideration for each model, including but not limited to: geography, population, transportation, provider access, the role of Tribal Health Organizations in the state, and the role of Veteran's Administration in the state.
- 4) Determine adequate pool size for supporting coordinated health plan administration through an HCA.
- 5) Develop appropriate benefit sets, rules, cost sharing and payment requirements.
- 6) Evaluate the effective change on current plans and coverage for each model. Analysis should include, but is not limited to:
 - a. change in benefits (actuarial value)
 - b. impact on plan choice for medical, dental, and vision benefits
 - c. detailed projections of the expected overall savings or costs to employer, employee, and the SOA under viable models.
- 7) Identify challenges that would exist in moving towards any of the viable models including a discussion of unique legal, regulatory, and system challenges that may be associated with integrating health benefit plans under an HCA.
- 8) Evaluate the impact of a phased approach to integrating entities' health benefit plans under the HCA.
- 9) Evaluate the impact of mandatory participation versus a voluntary approach towards integrating entities' health benefit plans under the HCA.
- 10) Identify the necessary steps for implementation of recommended models (if any) including timeline, impact on collectively bargained contracts, and other issues that would need to be addressed.
- 11) Identify and describe opportunities for the development of payment reform models under each viable model.
- 12) Incorporate stakeholder feedback
- 13) Provide for any additional tasks or analysis as necessary to achieve the proposed goals.

(d) STAKEHOLDER ENGAGEMENT PROCESS

Provide for stakeholder engagement and public communication and comment process. The offeror must:

- 1) Design, implement, and manage a stakeholder engagement and public comment process.
- 2) Develop a plan and process for informing stakeholders at key study intervals, and for compiling and reporting stakeholder feedback.
- 3) Provide for any additional tasks or analysis as necessary to achieve the proposed goals.

(e) DATA COLLECTION PROCESS

Design and implement a data collection system that will collect the data necessary from each entity listed above as necessary to complete phase one and two of the study. The study must:

- 1) Identify the data points necessary to complete each phase of the analysis and design a tool to collect the data from each entity.
- 2) Conduct the data collection.

- 3) Identify and apply a method for verifying the accuracy of collected data.
- 4) Summarize the data collected.
- 5) Provide for any additional tasks or analysis as necessary to achieve the proposed goals.

SEC. 3.02 DELIVERABLES AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately August 15, 2016, until completion, approximately June 30, 2017.

The contractor will be required to provide the following deliverables:

(a) REPORT ON PHASE I, CONSOLIDATED PURCHASING STRATEGIES

A detailed written report on the feasibility of creating a Health Care Authority to consolidate purchasing strategies across identified entities, including an Executive Summary, analysis, back-up materials, data summaries, a description of stakeholder input, and charts, graphs, tables and other means to provide efficient summary of the information.

Complete Draft Report due to the Department: December 2, 2016

Final Report due to the Department: January 9, 2017

(b) REPORT ON PHASE II, COORDINATED HEALTH PLAN ADMINISTRATION

A detailed written report on the feasibility of creating a Health Care Authority to coordinate health plan administration across identified entities, including an Executive Summary, analysis, back-up materials, data summaries, a description of stakeholder input, and charts, graphs, tables and other means to provide efficient summary of the information.

Complete Draft Report due to the Department: May 1, 2017

Final Report due to the Department: June 30, 2017

(c) STAKEHOLDER ENGAGEMENT PROCESS

Written Stakeholder Engagement & Public Input Plan: August 31, 2016

Implementation of Plan: September 1, 2016 – June 30, 2017

(d) LEGISLATIVE PRESENTATIONS

Participation in four legislative presentations on the feasibility study reports for each phase.

Either in person or telephonically: As scheduled during the 30th Legislature

(e) PERIODIC CONSULTATION AND MONTHLY PROGRESS REPORTS:

Proposals submitted in response to this RFP must propose a process, frequency and timing for consultation with the Department of Administration at key points in the process. The final plan and approach to consultation will be negotiated with the department and documented in the contract award.

Proposals submitted in response to this RFP must also propose a process for providing the department with bi-weekly progress reports throughout the term of the contract, including a sample report. In addition to documenting progress made every two weeks, the progress reports will identify unanticipated problems in implementing contract work and propose solutions. Material changes in project work or management will require preapproval by the department.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written

notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.03 CONTRACT TYPE

This contract is a FIRM FIXED PRICE contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.07 LOCATION OF WORK

In general, the contractor must provide its own workspace. Access to state-owned workspace may be made available as necessary and mutually agreed upon.

The contractor must include in their price proposal all costs related to transportation, lodging, and per diem costs necessary to complete the work set out in this RFP.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 3.09 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.11 F.O.B. POINT

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

SEC. 3.12 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of ADMINISTRATION or the Commissioner's designee.

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after

providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.16 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in SECTION 8. EXHIBITS.

SECTION 4. PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Narratives should be clear, specific, relevant, and concisely demonstrate an understanding of the state’s needs.

DO NOT INCLUDE GENERIC MARKETING MATERIALS. Such materials will not be evaluated. Please include only information specifically asked for and applicable to the services described in this RFP.

SEC. 4.01 ADMINISTRATIVE REQUIREMENTS RESPONSE FORM

Offerors must complete Sec. 9 Administrative Requirements Response Form in its entirety and include the completed form as the first section of the proposal.

Failure to include this information may result in the proposal being deemed non-responsive and rejected.

SEC. 4.02 METHODOLOGY & MANAGEMENT PLAN

Offerors must provide an overall description of their methodology and management plan to accomplish the work described in this RFP. Specifically, offerors must provide detailed narratives that describe:

- 1) The method(s) you will use to complete the work and deliverables described in Section 3.
- 2) The major deliverables and milestones, work breakdown structure, and timeline to successfully deliver the work required in Section 3.
- 3) The data gathering process that will be used and data elements required to develop recommendations for completing Sections 3.01(b) – (c).
- 4) The consultation and reporting plan that will be used to accomplish the work described in Section 3.02(e), including a sample progress report.

The response for each of these sections must be separate and clearly identified.

SEC. 4.03 EXPERIENCE & QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP; describe in detail the individual’s relevant background and experience; and provide a resume for each proposed individual.

If different individuals will perform the work described in each part of Sec. 3.01, you must clearly define the individuals’ roles and responsibilities for each part.

SEC. 4.04 WORK HISTORY

Offerors must provide at least THREE examples of work similar to that required in this RFP, including contact information for each client as well as start and end dates in MO/YR format, e.g. “07/16” for July 2016.

The examples must be specific as to the extent that the personnel assigned to accomplish the work called for in this RFP participated in the sample work products, detailing their roles and responsibilities as it applies to this work, as well as detailing the ultimate action taken by the client as a result of your recommendation(s) regarding policy or programmatic determinations.

The examples provided in this section may be used to satisfy the minimum experience requirements set forth in Section 1.04 Prior Experience.

SEC. 4.05 VALUE ADDS

Describe in detail any additional scope, deliverables, or approaches the offeror feels would add value to the project beyond what has been described in Section 3.01.

Each such value add must be clearly labeled and any cost or time impacts associated with the value add included in Section 10. Cost Proposal.

SEC. 4.06 RISK PLAN

Describe in detail any risks or constraints the offeror believes could interfere with the completion of the work set forth in this RFP. The offeror must provide a mitigation strategy for each identified risk.

SEC. 4.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criteria that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 METHODOLOGY & MANAGEMENT PLAN (15%)

- 1) To what extent do the methods described by the offeror support the completion of work and deliverables required in Section 3?
- 2) How well has the offeror described the major deliverables and milestones, work breakdown structure, and timeline to successfully deliver the work required in Section 3 and to what extent do they logically lead to a successful delivery?
- 3) How comprehensive is the data gathering process and data elements that will be used to develop recommendations for completing the work set out in Sections 3.01(b) and (c)?
- 4) To what extent does the consultation and reporting plan and accompanying sample progress report support completion of the work described in Section 3.02(e)?

SEC. 5.02 EXPERIENCE & QUALIFICATIONS (15%)

(a) QUESTIONS REGARDING THE PERSONNEL:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

(b) QUESTIONS REGARDING THE FIRM AND SUBCONTRACTOR (IF USED):

- d) How successful is the general history of the firm regarding timely and successful completion of projects?
- e) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.03 WORK HISTORY (15%)

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) To what extent does the provided example work products show an understanding and successful delivery of work substantially similar to what is described in this RFP?
- c) To what extent have other governing bodies used or acted upon recommendations from past work products in making policy or programmatic determinations?

SEC. 5.04 VALUE ADDS & RISK PLAN (5%)

- a) To what extent do any proposed additional scope, deliverables, or approaches appear to add value beyond what is described in Section 3?

- b) To what extent do the identified risks and/or constraints and associated mitigation strategies demonstrate expertise and the ability to complete the work set out in Section 3?

SEC. 5.05 INTERVIEWS (20%)

SEC. 5.06 CONTRACT COST (20%)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SEC. 6.12 APPLICATION OF PREFERENCES.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SEC. 6.16 FORMULA USED TO CONVERT COST TO POINTS.

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INTERVIEWS

The State will conduct interviews with the Project Manager identified on Section 9. ADMINISTRATIVE REQUIREMENTS RESPONSE FORM and up to two other key staff as identified by the Project Manager. Interviews will be held with those offerors determined to be within the competitive range after evaluation of technical proposals and cost. In-person interviews are preferred, but accommodations may be made if this is not possible. Individuals who fail to attend the interview on the date/time specified will be given a “0” score, which may jeopardize the offeror’s competitiveness.

Interviews may last approximately three to four hours. Interviewees may not bring notes or handouts. Interviewees will be prohibited from making any reference to their proposed cost proposal. The State may request additional information prior to interviews and may request to interview additional personnel.

SEC. 6.02 INFORMAL DEBRIEFING

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

SEC. 6.03 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,

- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 6.04 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.05 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.06 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.07 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and

time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.08 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Commissioner's Video Conference Room on the 10th floor of the State Office Building in Juneau, Alaska

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.09 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.10 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.11 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

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

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

SEC. 6.12 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a

business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

Sec. 6.13 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 6.14 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.15 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.16 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SEC. 6.17 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 8. EXHIBITS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 1.12 RIGHT OF REJECTION. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. EXHIBITS**Exhibits:**

- 1) Standard Agreement Form - Appendix A
- 2) Appendix B1

EXHIBIT 1

STANDARD AGREEMENT FORM / APPENDIX A

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

EXHIBIT 2

APPENDIX B1 INDEMNITY & INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

SECTION 9. ADMINISTRATIVE REQUIREMENTS RESPONSE FORM

OFFEROR INFORMATION

This form shall be the cover page for the offeror’s proposal. In the space provided, enter the requested offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

Response to items marked with a red asterisk is mandatory. Failure to respond to these items may result in the proposal being deemed non-responsive and rejected.*

RFP Number:*	2017-0200-3487
RFP Name:*	Health Care Authority Feasibility Study
Offeror Name:*	
Mailing Address:*	
Telephone #:*	
Fax #:*	
Federal Tax ID #:*	
Alaska Business Lic. #:*	

CONTACT INFORMATION FOR QUESTIONS REGARDING THE PROPOSAL

Contact Name:*	
Title:*	
E-Mail Address:*	
Alternate Phone #:*	

CRITICAL TEAM MEMBERS

The Project Manager is the individual who will be the daily point of contact throughout this project. This individual cannot be removed or replaced from this position for the duration of the contract.

Project Manager Name:*	
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AMENDMENT ACKNOWLEDGEMENT

Offeror acknowledges receipt of the following amendments, and has incorporated the requirements of such amendments into the proposal. *(List all amendments issued for this RFP):*

No.	Date
No.	Date

No.	Date
No.	Date

No.	Date
No.	Date

OFFEROR'S CERTIFICATION*

Acknowledge the following statements, conditions, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the state may terminate the contract or consider the contractor in default.

#	CONDITION/CERTIFICATION	RESPONSE
1	Offeror has read the entire RFP and clearly understands the intent of the scope.	<input type="checkbox"/> YES
2	Offeror is presently engaged in the business of providing the services required in this RFP.	<input type="checkbox"/> YES
3	Offeror confirms it has the financial strength to perform the work required under this RFP.	<input type="checkbox"/> YES
4	Offeror certifies that it has adequate staff and resources to meet the requirements of the RFP.	<input type="checkbox"/> YES
5	Offeror certifies that 100% of all services provided under the resulting contract by the offeror, joint venture partners, and all subcontractors shall be performed in the United States. (Section 3.07)	<input type="checkbox"/> YES
6	Offeror complies with the laws of the State of Alaska. (Section 1.08)	<input type="checkbox"/> YES
7	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (Section 1.08)	<input type="checkbox"/> YES
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (Section 1.08)	<input type="checkbox"/> YES
9	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (Section 1.08)	<input type="checkbox"/> YES
10	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (Section 1.08)	<input type="checkbox"/> YES
11	Offeror complies with all terms and conditions set out in this RFP. (Section 1.08)	<input type="checkbox"/> YES
12	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (Section 1.08)	<input type="checkbox"/> YES
13	Offeror response and cost schedule shall be valid and binding for 90 days following the response due date. (Section 1.08)	<input type="checkbox"/> YES
14	Offeror satisfies the minimum experience requirements (Section 1.04) .	<input type="checkbox"/> YES
15	Offeror acknowledges that this engagement with the state is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the state may be required to disclose certain information in response to requests for public information made under the Act. (Section 5.07)	<input type="checkbox"/> YES
16	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the Procurement Officer. (Section 1.05)	<input type="checkbox"/> YES
17	Offeror agrees to the state's Standard Agreement Form. If the answer is NO, per Section 7.01, any objections to the agreements must be identified in a document attached to the offeror's proposal. (Section 7.01)	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Offeror agrees to not restrict the rights of the state. (Section 7.05)	<input type="checkbox"/> YES

CONFLICT OF INTEREST STATEMENT*

One of the boxes below must be checked. If the second box is marked, indicating a possible conflict of interest, disclose the nature and full details of the conflict in the space provided. Please refer to **Section 1.08(d)** for conflict of interest guidelines.

<input type="checkbox"/>	Neither the firm nor any individual proposed (including subcontractors or joint venture partners) has a possible conflict of interest.
<input type="checkbox"/>	The firm and/or an individual proposed have a possible conflict of interest. Describe the nature of the conflict in the space below.

LOCATION-OF-WORK / HEADQUARTERS IN TIER 3 COUNTRIES*

Certify the following statement by checking the box below. Please refer to **Sec. 6.04**. By signature on their proposal, the offeror certifies that:

<input type="checkbox"/>	The offeror and all subcontractors and joint venture partners are not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.
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The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as nonresponsive, or cancel the contract.

SUBCONTRACTORS

If applicable, for each proposed subcontractor, describe the relationship between the offeror and any proposed subcontractor(s). Add more text boxes as necessary.

Each proposed subcontractor also must submit in a separate attachment a written statement, signed by a duly authorized representative that clearly verifies that the subcontractor is committed to render the services required by the contract.

Subcontractor #1:

JOINT VENTURES

If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principles involved, prime offeror, their rights and responsibilities regarding performance and payment, and provide proof of Alaska business license for each principle.

OFFEROR MINIMUM REQUIREMENTS*

Offeror must demonstrate that the minimum requirements described in Sec. 1.04 of the RFP and listed below is clearly met. Offeror must clearly mark the affirmative box in the space provided and attach the identified required evidence. Failure to provide an affirmative response and/or provide the supporting evidence may cause the proposal to be determined to be nonresponsive and the proposal may be rejected. Attach the evidence to this form and submit it with your proposal or use the space below each requirement to note where in the technical proposal the evidence is located.

MINIMUM REQUIREMENTS	RESPONSE
Successful performance of at least TWO studies within the past FIVE years that assessed the feasibility and cost-benefit of consolidating health care purchasing strategies and/or health insurance plan administration among three or more health insurance plans and/or health care purchasing programs.	<input type="checkbox"/> YES
Addressed on Proposal Page #:	
At least THREE years of experience within the past FIVE years in the areas of analysis, development, operation, and evaluation of health benefit programs, Medical Assistance programs.	<input type="checkbox"/> YES
Addressed on Proposal Page #:	
Project staff or subcontractor who is a certified health care actuarial with at least TWO years of experience within the past FIVE years in the performance of actuarial analysis of health benefit programs.	<input type="checkbox"/> YES
Addressed on Proposal Page #:	

STATE OF ALASKA PREFERENCES

Please answer the following questions regarding State of Alaska preferences. Failure to claim a preference below will result in no preferences being applied.

Are you claiming the Alaska Bidder Preference (Section 6.13)?	<input type="checkbox"/> YES
Are you claiming the Alaska Veteran Preference (Section 6.14)?	<input type="checkbox"/> YES

If you answered “Yes” to either of the above questions, you must complete the below questions

#	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the offeror or an employee of the offeror for a period of six months immediately preceding the date of the proposal? If yes, provide the qualifying street address of the office below if different than the address provided under Offeror Information: Street Address _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	If your company a joint venture, is it composed entirely of ventures that qualify under (1-4)	<input type="checkbox"/> YES

of this table?	<input type="checkbox"/> NO
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PROPOSAL CHECKLIST

The following documents are required for this proposal. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided. Each required Exhibit must be included in your proposal.

ATTACHMENTS	INSTRUCTION	INCLUDED?
Section 9	Complete Response Form and place first in your proposal.	<input type="checkbox"/> YES
Section 10	Provide one copy of the completed cost proposal form in a separate, sealed envelope.	<input type="checkbox"/> YES

SUPPLEMENTAL RESPONSE DOCUMENTS

<p>Subcontractors If offeror is proposing subcontractors then information required in Section 3.08 Subcontractors is included.</p>	<input type="checkbox"/> YES
<p>Joint Ventures If offeror is proposing joint venture then information required in Section 3.09 Joint Ventures is included.</p>	<input type="checkbox"/> YES
<p>Confidential Proposal Contents Per the requirements of AS 36.30.230(a), if the offeror wishes to request that trade secrets and other proprietary data contained in this proposal be held confidential, the offeror must attach a brief written statement that clearly identifies material considered confidential and sets out the reasons for confidentiality, understanding that all materials are subject to public disclosure in accord with Alaska State law. Proposals declared wholly confidential or those that deem its cost proposal as confidential are not allowed. Check the box to indicate your understanding of this requirement.</p>	<input type="checkbox"/> YES

SIGNATURE*

THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE THE ORGANIZATION.

SIGNATURE **DATE**

PRINTED NAME

TITLE

SECTION 10. COST PROPOSAL

Offeror must complete **all** portions of **Sec. 10.01 Evaluated Cost**. Failure to complete all portions may result in the proposal being deemed non-responsive and rejected.

SEC. 10.01 EVALUATED COST

Provide the total cost to complete all aspects of the services and deliverables required in this RFP. This cost must be all-inclusive:

(a) TOTAL BASE COST FOR SECTION 3: \$ _____

Hourly Cost

If additional, unanticipated work is required, the below hourly rate will serve as a basis for calculating the total cost of the additional work. The estimated numbers of hours are for evaluation purposes only and do not serve as a guaranteed minimum or maximum number of additional hours:

(b) \$ _____ PER HOUR X 100 HOURS = (c) \$ _____ TOTAL HOURLY COST

Evaluated Cost Total Evaluated Cost: (a) + (c) = \$ _____

SEC. 10.02 VALUE ADDED OPTIONS / IDEAS

Please provide estimated costs/savings in time and/or money associated with each value added idea, deliverable, approach, or additional scope that you included per **Section 4.05**. These ideas may be discussed during Interviews, Discussions, or Negotiations. Add space as necessary:

Idea Name	Idea Description	Total Idea Impact (Cost/Savings in Time and/or \$)