

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKACARE TRAVEL COORDINATION AND ADMINISTRATION

RFP 180000015

Issued January 30, 2018

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF RETIREMENT AND BENEFITS

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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 CONTRACTING OFFICER LISTED ABOVE TO RECEIVE SUBSEQUENT AMENDMENTS. ONCE REGISTERED, VENDORS WILL RECEIVE A COPY OF THE DATA REQUIRED TO COMPLETE THE COST SCHEDULE. FAILURE TO REGISTER WITH THE CONTRACTING OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.03	PRIOR EXPERIENCE	4
SEC. 1.04	RFP SCHEDULE.....	4
SEC. 1.05	EDUCATIONAL AND PRE-PROPOSAL CONFERENCES	5
SEC. 1.06	REQUIRED REVIEW	5
SEC. 1.07	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.08	RETURN INSTRUCTIONS.....	6
SEC. 1.09	ASSITANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10	AMENDMENTS TO PROPOSALS	7
SEC. 1.11	AMENDMENTS TO THE RFP	7
SEC. 1.12	ALTERNATE PROPOSALS	7
SEC. 1.13	NEWS RELEASES	7
SECTION 2.	BACKGROUND INFORMATION	8
SEC. 2.01	BACKGROUND INFORMATION.....	8
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01	SCOPE OF WORK.....	10
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE.....	10
SEC. 3.03	DELIVERABLES.....	10
SEC. 3.04	UNIQUE CONSIDERATIONS	11
SEC. 3.05	LOCATION OF WORK	12
SEC. 3.06	CONTRACT PAYMENT	12
SEC. 3.07	THIRD PARTY SERVICE PROVIDERS	12
SEC. 3.08	SUBCONTRACTORS.....	12
SEC. 3.09	JOINT VENTURES	13
SEC. 3.10	RIGHT TO INSPECT PLACE OF BUSINESS	13
SEC. 3.11	CONTRACT PERSONNEL.....	13
SEC. 3.12	INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNNACCEPTABLE DELIVERABLES.....	13
SEC. 3.13	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	13
SEC. 3.14	NONDISCLOSURE AND CONFIDENTIALITY	13
SEC. 3.15	INDEMNIFICATION	14
SEC. 3.16	INSURANCE REQUIREMENTS	14
SEC. 3.17	TERMINATION FOR DEFAULT	15
SECTION 4.	PROPOSAL FORMAT AND CONTENT	16
SEC. 4.01	RFP ATTACHMENTS.....	16
SEC. 4.02	SPECIAL FORMATTING REQUIREMENTS	16
SEC. 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (ATTACHMENT A)	16
SEC. 4.04	INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (ATTACHMENT B).....	17
SEC. 4.05	RISK ASSESSMENT PLAN (ATTACHMENT C)	18
SEC. 4.06	VALUE OPPORTUNITY ASSESSMENT (ATTACHMENT D)	18
SEC. 4.07	COST PROPOSAL (ATTACHMENT E).....	19
SEC. 4.08	CONTRACTUAL EXPECTATIONS (ATTACHMENT F).....	19
SEC. 4.09	PERFORMANCE QUALIFICATIONS (ATTACHMENT G)	19
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	21
SEC. 5.01	SUMMARY OF EVALUATION PROCESS.....	21
SEC. 5.02	THIRD-PARTY CONSULTING ASSISTANCE.....	21
SEC. 5.03	EVALUATION CRITERIA.....	21
SEC. 5.04	SCORING METHOD AND CALCULATION.....	22

SEC. 5.05	ADMINISTRATIVE REQUIREMENTS (PASS/FAIL).....	23
SEC. 5.06	RISK ASSESSMENT PLAN.....	23
SEC. 5.07	VALUE OPPORTUNITY ASSESMENT.....	23
SEC. 5.08	CONTRACTUAL EXPECTATIONS.....	23
SEC. 5.09	PERFORMANCE QUALIFICATIONS.....	23
SEC. 5.10	CONTRACT COST.....	24
SEC. 5.11	APPLICATION OF PREFERENCES.....	24
SEC. 5.12	ALASKA BIDDER PREFERENCE.....	24
SEC. 5.13	ALASKA VETERAN PREFERENCE.....	25
SEC. 5.14	ALASKA OFFEROR PREFERENCE.....	25
SEC. 5.15	SHORTLISTING.....	25
SEC. 5.16	INTERVIEWS OF KEY PERSONNEL.....	25
SEC. 5.17	FINAL PRIORITIZATION.....	25
SEC. 5.18	COST REASONABLENESS.....	26
SEC. 5.19	CLARIFICATION PERIOD.....	26
SEC. 5.20	OFFEROR NOTIFICATION OF SELECTION.....	28
SECTION 6.	POST AWARD PROCEDURES AND ACTIVITIES.....	29
SEC. 6.01	INFORMAL DEBRIEFING.....	29
SEC. 6.02	MONTHLY REPORTING.....	29
SEC. 6.03	PERFORMANCE EVALUATIONS.....	29
SECTION 7.	GENERAL LEGAL INFORMATION.....	30
SEC. 7.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	30
SEC. 7.02	STANDARD CONTRACT PROVISIONS.....	30
SEC. 7.03	PROPOSAL AS A PART OF THE CONTRACT.....	30
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS.....	31
SEC. 7.05	HUMAN TRAFFICKING.....	31
SEC. 7.06	RIGHT OF REJECTION.....	31
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	31
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS.....	31
SEC. 7.09	ASSIGNMENT.....	32
SEC. 7.10	DISPUTES.....	32
SEC. 7.11	SEVERABILITY.....	32
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	32
SEC. 7.13	CONTRACT INVALIDATION.....	32
SEC. 7.14	SOLICITATION ADVERTISING.....	32
SEC. 7.15	SITE INSPECTION.....	32
SEC. 7.16	PROTEST.....	32
SECTION 8.	ATTACHMENTS.....	34
SEC. 8.01	ATTACHMENTS.....	34

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration (DOA), Division of Retirement & Benefits (DRB), is soliciting proposals for coordination and administration of a travel benefit for AlaskaCare members that support member's needs when seeking care outside of their community and promotes value through demonstrable high-quality care and cost-effective services. This procurement is being conducted using the Best Value RFP process. See Sections 4 and 5 of the RFP for more information and Section 1.04 for information on the Best Value educational meetings that will be conducted prior to the deadline for receipt of proposals.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on February 28, 2018. See Section 1.08 for further instructions.

SEC. 1.03 PRIOR EXPERIENCE

For proposals to be considered responsive, Offerors must provide client references for whom you provide (or have provided) the same services you are proposing to the State that meet the following qualifications all of which are either currently being provided or within the past five years. The same reference may be used to meet one or more qualifications, but three distinct references must be submitted with your proposal:

1. A client with more than 10,000 employee participants for at least two years, currently or within the past five years.
2. A client with more than 30,000 retiree participants for at least two years, currently or within the past five years.
3. A government client for at least two years, currently or within the past five years.

Offerors are to use Attachment D to list references. See Section 5.06 PERFORMANCE INFORMATION for more details.

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. 1.04 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / Draft RFP Released		1/30/18
Draft RFP Period Ends		2/9/18
Pre-Proposal Conference/Best Value Educational Meeting	9:00 am	2/12/18
Deadline to Submit Questions	2:00 pm	2/14/18
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	3/2/18
Initial Evaluations		3/9/18
Shortlisting (optional)		3/14/18
Interviews	TBD	3/15/18
Clarification Period Begins		3/22/18
Notice of Intent to Award		4/26/18

Contract Issued		4/29/18
Start Date		7/01/18

The first 8 days after the RFP is released will be considered a draft RFP period. Offerors should submit any initial questions or concerns about the RFP to the contracting officer in writing during this time.

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 or prior to a fully signed contract.

SEC. 1.05 EDUCATIONAL AND PRE-PROPOSAL CONFERENCES

A pre-proposal conference and educational meeting will be held at 9:00 AM AKST on February 12th, 2018, in the Department of Administration conference room on the 10th floor of the State Office Building, 333 Willoughby Avenue, 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, and to provide a thorough education on the Best Value Process. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting. To obtain the greatest benefit of this meeting, Offerors are strongly encouraged to have their direct supervisory personnel/critical project team members (in lieu of executives, business development, or sales personnel) to join the meeting.

Offerors should read the RFP in full and come to the meeting prepared to discuss any questions or concerns. Offerors with a disability needing accommodation should contact the contracting officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. The meeting will be held at:

Building: **State Office Building**

Address: **333 Willoughby Ave., Juneau, Alaska**

Room Location: **10th floor Department of Administration Conference Room**

Offeror representatives who wish to participate over the phone may dial into the conference at **(800) 315-6338 Access Code 05240**. Note that the conference may be recorded.

SEC. 1.06 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 contracting 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 contracting officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the contracting 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 contracting officer will make that decision.

SEC. 1.08 RETURN INSTRUCTIONS

Offerors must submit their proposals via email or mailed hard copy. Fax and/or oral proposals/submittals will not be accepted. Electronic submissions will not be accepted through the State of Alaska's Integrated Resource Information System (IRIS).

If submitting via email, Offerors must submit their proposals to doa.dgs.info@alaska.gov prior to the deadline for receipt of proposals. Emails must contain the RFP number in the subject line of the email.

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 20mb. It is the Offeror's responsibility to contact the above email address or (907) 465-2250 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

If submitting via mailed hard copy, Offerors must submit one MASTER hard copy of their proposal, in writing, to the Procurement Officer in a sealed package with the technical response of the proposal and the Cost Sheet Matrix sealed separately in the package. Both technical response and the Cost Sheet Matrix must be clearly identified. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals will not be opened or accepted for evaluation. Additionally, Offeror must include in the package one copy of the proposal in an electronic version (DVD or USB drive), with the technical response of the proposal and the Cost Sheet Matrix saved in separate files and clearly identified as Vendor Name – Technical Response file and Vendor Name-Cost Sheet Matrix file. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of Shared Services
Attention: Matthew Meienberg
Request for Proposal (RFP) Number: 180000015

RFP TITLE: AlaskaCare Travel Coordination and Administration

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

P.O. Box 110210
Juneau, AK, 99811-0210

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

333 Willoughby Avenue, Suite 801
Juneau, AK 99811-0210

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. Please note that there is no guarantee of overnight or 24-hour delivery to Alaska.

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

SEC. 1.09 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 contracting 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 before the deadline for receipt of proposals, it will be provided to all who notified of the RFP and to those who have registered with the contracting officer after receiving the RFP from the State of Alaska Online Public Notice web site.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.12 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. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska provides comprehensive health benefits for approximately 16,150 covered lives through the AlaskaCare employee plan and an estimated 72,000 lives in the AlaskaCare retiree health plans. These self-insured health plans are managed by the Division of Retirement and Benefits (DRB) within the Department of Administration. DRB contracts with Third Party Administrators (TPA) to manage the plan benefits and administer the claims. Aetna is the TPA for the medical and vision plans while MODA is the TPA for dental benefits. Additional information can be found at www.alaskacare.gov.

Each of the AlaskaCare medical plans include specific and limited provisions for travel benefits, although it is important to note that the coverage requirements differ between the employee health plans and the retiree health plans. In general, travel for member specific circumstances is covered subject to preauthorization and details outlined in the benefit booklets, however the benefits are limited and the burden is on the member to make arrangements and seek reimbursement for eligible travel costs. There is an exception for transplant services, and members requiring certain transplants are required to participate in Aetna's Centers of Excellence transplant program which provides additional comprehensive travel coverage for themselves and a caretaker.

AlaskaCare Employee Plan:

- 2016 Subscribers: 6,150 employees
- 2016 Total Covered Lives: approx. 16,000
- 2016 Medical Paid: \$100.4 million

Employee plan members may select from three medical plans: standard, economy, and a consumer-choice plan. Plan design details including cost share requirements and travel benefits are available at the following link:

<http://doa.alaska.gov/drb/pdf/ghlb/akcare/SelectBenefitsEmployeeBooklet2017.pdf>

Please note: Pages 18-19, 65-67, and 71-73 contain existing coverage provisions specific to travel.

AlaskaCare Retiree Plans:

AlaskaCare offers two medical plans, a Defined Benefit (DB) and a Defined Contribution (DC) plan, for retirees from the Public Employees' Retirement Systems (PERS), Teachers' Retirement System (TRS), and the Judicial Retirement System (JRS). Eligibility for participation in each plan is determined by vesting requirements associated with the date a participant entered service. In general, individuals entering service before July 1, 2006 are eligible to participate in the DB plan and those entering service on or after July 1, 2006 are eligible to participate in the DC plan. Under both plans, AlaskaCare becomes secondary payor to Medicare once the member reaches age 65.

Defined Benefit plan:

- Subscribers: 42,250 retirees
- Total Covered Lives: approx. 72,000
 - Under 65 years of age: 23,400
 - Over 65 years of age: 48,600
- 2016 Medical Paid: \$330.3 million
 - Under 65 years of age: \$207.3 million

- Over 65 years of age: \$122.7 million

Plan design details for the DB plan including cost share requirements and travel benefits are available at the following link:

<http://doa.alaska.gov/drb/pdf/ghlb/retiree/RetireeInsuranceBooklet2003with2018amendment.pdf>

Please note that pages xxx-xxxvi, and 41-44 describe detailed coverage requirements for travel benefits. Updated travel benefits are also reflected on pages 3-4 and 8-9 in the plan amendment available at the following link:

<http://doa.alaska.gov/drb/pdf/ghlb/retiree/retireePlanAmendment12312013.pdf#zoom=100>.

Defined Contribution plan:

- This plan was created on July 1, 2016
- Total covered lives are less than 30
- Annual spend has not yet been established

Plan design details for the DC plan including cost share requirements and travel benefits are available at the following link: <http://doa.alaska.gov/drb/pdf/ghlb/retiree/AlaskaDcrRetireeHealthPlan-Final-0716.pdf>.

Please note that pages 12, 27, and 58-65 describe detailed coverage requirements for travel benefits.

For clarity, 'membership' refers to all covered lives under AlaskaCare, including dependents. The term 'subscribers' refers to the active or retired employee who holds the benefit.

SECTION 3.SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration (DOA), Division of Retirement & Benefits (DRB), is soliciting proposals for coordination and administration of a travel benefit for AlaskaCare members that support member's needs when seeking care outside of their community and promotes value through demonstrable high-quality care and cost-effective services. This request for proposals seeks a firm capable of:

- Providing excellent customer service and coordinating all necessary arrangements with an understanding of Alaska's unique geographic challenges;
- Ensuring members have access to adequate follow-up care;
- Maintaining and ensuring the quality and cost standards of the providers within their networks.

In addition to the main deliverables described above, DRB seeks a firm that can support travel coordination as a stand-alone service for:

- 1) Members who are Medicare eligible; and
- 2) Members seeking travel benefits which may not be contracted as a part of a bidder's network.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the July 1, 2018, for an initial two-year, 6-month term ending on December 31, 2020 with an additional two (2) two-year renewal options to be exercised solely by the State.

These services will be made available for members of the AlaskaCare employee plan and immediately upon successful implementation which will begin upon award of contract. Implementation for the AlaskaCare retiree defined benefit plan will occur at a future date anticipated to be January 1, 2019.

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 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Travel coordination of eligible members and their adult companions to high-quality, cost efficient care sites, including hoteling, per diem for food, and miscellaneous expenses.
- B. Access to a tested network of quality care.
- C. Communication resources with the plan holder and plan members.
- D. Data and administrative support for medical care provided at contractor's quality care centers.

In order to understand proposed plans, offered services, and ability to provide the listed deliverables, proposals sent in response to the requested services will include information on the topics described in Attachment F. Responses for each topic will require a separate reply.

In addition, please include with the proposal a chart that includes the eligible procedures divided by specialty and number of providers within the network that can perform them.

Additional Information

Please provide any additional pertinent information not otherwise requested (excluding any financial data).

Risk Assessment

The Risk Assessment section should address any risks that Offeror sees impacting a successful delivery of the required services, considering all expectations as described in this RFP. Offeror should list and prioritize major risk items that are unique, and applicable. The risk should be described in non-technical terms and should contain enough information to understand why the risk is a valid risk. Offeror must also explain how it will avoid or minimize the risks from occurring. If Offeror has a unique method to minimize the risk, Offeror should explain it in non-technical terms. The Risk Assessment plan gives the opportunity for an Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to successful delivery of the required services. The Offeror's reply should also address any assumptions towards providing the required services. The Risk Assessment Plan is broken down into two subparts: Controllable Risks and Non-Controllable Risks:

- **Controllable Risk Assessment:** This includes risks, activities, or tasks that are controllable by Offeror, or by entities/individuals that are contracted to by Offeror. This includes things that are part of the technical scope of what Offeror is being hired to do.
- **Non-Controllable Risk Assessment:** This includes risks, activities, or tasks that are not controllable by Offeror. This may include risks that are controlled by The State, The State's representatives, or completely uncontrollable. Although these risks may not be controlled by Offeror, Offeror must identify a strategy that can be followed or used to mitigate these risks.

Efficacy Reports

In order to evaluate cost savings both to the plan and its membership, the Contractor will be required to provide periodic reports on expenditures, net savings, utilization, quality of care and member satisfaction. The State will retain ownership of the efficacy reports created. Please provide the metrics, including a sample report, your firm would provide for this report for each of the following:

- Expenditures
- Net Savings
- Utilization
- Quality of Care
- Member Satisfaction

SEC. 3.04 UNIQUE CONSIDERATIONS

The AlaskaCare members can earn multiple retiree health plan benefits. This results in a member having two or more of their own coverage plans under the AlaskaCare retiree plan, as well as coverage as dependent if they are married to another retiree or State of Alaska employee. This requires the AlaskaCare plan to customize plan coordination to address the multiple plans for a single member.

The AlaskaCare membership is spread throughout Alaska from our main population hubs of Anchorage and Fairbanks to small villages of less than 100 residents. Only 20% of Alaska is accessible by road, and due to Alaska's size, even communities connected by roads can still be 8 or more hours drive away.

Due to the extremely rugged, mountainous nature of Southeastern Alaska, almost all communities (with the exception of Hyder, Skagway, and Haines) have no road connections outside of their locale, so aircraft and boats are the major means of transport. This includes Juneau, the State's capital and the third largest concentration center of AlaskaCare members.

There are members who live in rural locations, and commercial airlines do not provide service to most of these areas.

Alaska is in its own time zone. Member contact centers will need to provide service based on Alaska Standard Time.

In addition, approximately 40% of the retiree population live outside of Alaska, including some who live abroad.

SEC. 3.05 LOCATION OF WORK

The location the work is to be performed, completed and managed is the United States. The State will not provide workspace for the contractor.

If the Offeror cannot certify that all work will be performed in the United States, the Offeror must contact the contracting 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. 3.06 CONTRACT PAYMENT

The State will not consider alternative payment structures. Offeror's may propose a Per Subscriber Per Month fee structure and outline any additional fees.

Instructions and format are provided in Attachment C. When determining the total net savings for both levels of utilization on Attachment C, the Offeror must provide a sufficient methodology for their estimates of savings originating from avoided procedures, reduced complication rates and other indirect sources.

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 THIRD PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1 report. Failure to provide the reports may be treated as a material breach and may be a basis for a finding of default.

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 not be considered in determining whether the Offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**. However, if a subcontractor is used to fulfill the terms of this contract, evidence must be provided that the subcontractor meets the same minimum requirements as the Offeror.

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. Experience may be combined between the principals of a joint venture in order to meet the minimum experience requirements.

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 CONTRACT PERSONNEL

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

SEC. 3.12 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. 3.13 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. 3.14 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. 3.15 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.

SEC. 3.16 INSURANCE REQUIREMENTS

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

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

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 B2, 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 B2 must be set out in the Offeror's proposal.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or contracting officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached along with this RFP.

SECTION 4.PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP ATTACHMENTS

This RFP contains Attachments, which must be completed by the Offeror and submitted as their proposal. An electronic copy of form is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so. Do not exceed any page limits identified on the attachments. If submitting a proposal via hard copy, all attachment documents must be on standard 8 ½ x 11 inch paper. All attachment documents must be written in the English language, be single sided, and be single-spaced with a minimum font size of 10.

Unless otherwise specified in this RFP, the Attachments shall be the Offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The Offeror must ensure that their proposal meets all of the special formatting requirements identified in this section. This includes requirements regarding anonymity and maximum page limits.

Anonymity: Some Attachments listed below must not contain any names that can be used to identify who the Offeror is (such as company names, Offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

Page Limits: Some Attachments listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the Offeror can only provide a response on one side of a piece of paper).

Attachment	Anonymous Document	Maximum Page Limits
Attachment A – Administrative Requirements		
Attachment B – Non-Disclosure Agreement		
Attachment C – Risk Assessment Plan – Controllable Risks	YES	2
Attachment C – Risk Assessment Plan – Non-Controllable Risks	YES	2
Attachment D – Value Opportunity Assessment	YES	6
Attachment E – Cost Proposal		
Attachment F – Contractual Expectations		
Attachment G – Performance Qualifications		
Attachment H – Appendix B2 Indemnity		
Attachment I – Standard Agreement Form		
Attachment J – Notice Of Intent to Award		

Any Attachment that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Attachment, or the entire response may be deemed non-responsive and rejected. The State also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (ATTACHMENT A)

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

By signature on the form, the Offeror certifies they comply with the 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.

The Attachment also requests the following information:

- a. The complete name and address of Offeror's firm along with the Offeror's Tax ID.
- b. Information on the person the State should contact regarding the proposal.
- c. Names of critical team members/personnel
- d. Addenda acknowledgement
- e. Conflict of interest Statement
- f. Alaska preference qualifications

An Offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (ATTACHMENT B)

In order to access confidential information needed to prepare your proposal, the Offeror must complete and submit a non-disclosure agreement, as provided as Attachment B to this RFP. The State will not furnish or provide any confidential information to any Offeror until receipt of this agreement. The State reserves the right to clarify and verify any Offeror's ability to perform the services required under this solicitation prior to granting access to any information.

Upon receipt of the non-disclosure agreement and verification of the Offeror's eligibility to receive confidential information, the Offeror may be provided access to the following information:

1. Claims file

The information will be provided to the Offeror by the contracting officer via the following secure file transfer tool: <https://drop.State.ak.us/drop/>

Under no circumstances will an Offeror be provided confidential information via any other method than through the secure file transfer tool.

SEC. 4.05 RISK ASSESSMENT PLAN (ATTACHMENT C)

The Offeror must complete and submit this Attachment. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for State. The Offeror should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Offeror should also explain how it will avoid or minimize the risks from occurring. If the Offeror has a unique method to minimize the risk, the Offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the system. The Offeror should categorize the 'risks' into the following definitions:

- a. **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Offeror, or by entities/individuals that are contracted to by the Offeror. This includes things that are part of the technical scope of what the Offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the Offeror's expertise (i.e. risks that are no longer risks due to the Offeror's expertise in delivering this type of project). All controllable risks and strategies to mitigate them must be included in the Offeror's base proposal cost and schedule (if there are any impact at all).
- b. **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Offeror. This may include risks attributed by State, State personnel, parties hired by State, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the Offeror, the Offeror should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the Offeror's base proposal cost or schedule.

Please use the following format when completing the Attachment:

- Risk = Title of the risk
- Description = A brief description of why the risk is a risk? Background of how the risk may impact the project/service if it occurs.
- Strategy = Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it occurs.

SPECIAL NOTE: The Offeror shall not disclose their costs in this Attachment. This Attachment shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 VALUE OPPORTUNITY ASSESSMENT (ATTACHMENT D)

The Offeror must complete and submit this Attachment. The purpose of the Value Opportunity Assessment is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit State, the project, or the service. If the Offeror can include more scope or service within the constraints of State, the Offeror should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. Value-added ideas must not be included in the Offeror's base cost proposal.

Please use the following format when completing the Attachment:

- Idea = Title of the idea/opportunity
- Description = A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may make reference to the potential impact to the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The Offeror must not disclose their costs in this Attachment. This Attachment shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 COST PROPOSAL (ATTACHMENT E)

The Offeror must complete and submit this Attachment.

Proposed costs 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 CONTRACTUAL EXPECTATIONS (ATTACHMENT F)

The Offeror must complete and submit this Attachment.

SEC. 4.09 PERFORMANCE QUALIFICATIONS (ATTACHMENT G)

The Offeror will be required to collect Performance Qualifications (PQ) as outlined in this section. The Offeror will be responsible for collecting customer satisfaction surveys from clients/departments/references (herein referred to as 'references') and submitting this information with their proposal. PQ surveys will be required for both the Offeror and the Account Manager (listed in Attachment A).

Step 1) Identify who to survey:

- Identify a list of references that will complete the surveys
- Services must be 100% complete (no on-going / in-progress services can be evaluated)
- The Offeror should survey references that have similar requirements (as outlined in this RFP)
- The survey must be evaluated by the owner. The survey cannot be completed by any third party representatives/consultants of the owner
- The Offeror must submit three surveys evaluating the Offeror/firm, and at least one survey evaluating the Account Manager.

Step 2) Preparing the surveys:

- The Offeror is responsible for preparing the surveys.
- The survey questionnaire is separated into three different parts. In order to receive credit for a returned survey, the Offeror shall provide all required information in Parts A and B on the survey.
- The Offeror shall enter their company name / key personnel names (in Part A of the survey)
- The Offeror shall enter background information about the project being evaluated (in Part B of the survey). All information is required. Failure to provide this information, or listing "n/a" or "confidential" may result in no credit for the survey.

Step 3) Distributing and collecting the surveys:

- Prior to distributing the surveys, the Offeror should contact each reference to ensure that they are able and willing to complete the survey.

- The Offeror shall deliver the survey to each reference.
- The Offeror must modify the return information (located at the bottom of the survey) so the survey is returned back to the Offeror for collection.
- The reference must provide their customer satisfaction ratings and any general comments in Part C of the Survey. All returned surveys must be evaluated and signed by the reference. If a survey is not signed, it will not be considered.
- The State may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the survey may be deleted and no credit given for that reference.
- Returned surveys must be packaged together and submitted with the proposal.
- Failing to submit surveys will not disqualify an Offeror, but may significantly impact the Offeror's overall competitiveness (the Offeror will be given a 5 rating for their PPQ score).

SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness and compliance with mandatory requirements. Proposals deemed non-responsive or not in compliance with mandatory requirements will be eliminated from further consideration.
- 2) Each responsive proposal that has passed all mandatory requirements will be assigned a unique code.
- 3) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 4) The anonymous Attachments, from each responsive proposal, will be sent to the evaluation committee. No cost information, schedule information, or team information will be shared or provided to the evaluation committee members.
- 5) The evaluation committee members will evaluate and score the documents based on the degree to which the proposal has met the requirements of the Attachment.
- 6) The evaluators will submit their individual scores to the contracting officer, who will then average all the evaluator responses.
- 7) The evaluation committee members will meet to discuss and adjust the scores.
- 8) The contracting officer will prioritize the proposals based on: evaluator scores, fee/cost information, and Alaska preferences (as outlined in this section).
- 9) The contracting officer may shortlist the proposals and the State may conduct interviews with the top rated Offerors.
- 10) The evaluation committee will evaluate and score the interviews and submit their scores to the contracting officer, who will incorporate these scores into the final prioritization.
- 11) The State will then conduct clarifications, negotiations, and award a contract.

SEC. 5.02 THIRD-PARTY CONSULTING ASSISTANCE

The State has retained The Segal Group (Segal) as a subject matter expert to assist the State with this RFP process. This assistance includes:

- Analysis and developing reports related to the proposals, contractual requirements responses, and cost proposal along with the other returned attachments.
- Presenting findings from analysis to procurement and the proposal evaluation committee (PEC) at the PEC meeting.
- Developing questions and areas of interest for the interviews.
- Participating in all meetings as a technical/industry resource for the State of Alaska
- Participating and providing technical expertise during the clarification period.

SEC. 5.03 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to State, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

Overall Criteria		Weight
Responsiveness		Pass/Fail
Administrative Requirements	(Attachment A)	Pass/Fail

Qualifications Criteria		Weight
Risk Assessment Plan	(Attachment C)	100
Value Opportunity Assessment	(Attachment D)	75
Contractual Expectations	(Attachment F)	100
Performance Qualifications	(Attachment G)	75
Interviews		150
Alaska Offerors Preference		100
Total		600

Cost Criteria		Weight
Cost Proposal	(Attachment E)	400
Total		400

SEC. 5.04 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.05 through 5.09 and assign a single score for each section. Offeror's responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the Offerors from each other will receive the same score. Therefore it is the Offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

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

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

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

In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum amount of points for that section.

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

SEC. 5.05 ADMINISTRATIVE REQUIREMENTS (PASS/FAIL)

The Offeror must acknowledge that they can meet all mandatory requirements as identified in Attachment A. An Offeror's failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 5.06 RISK ASSESSMENT PLAN

The Risk Assessment Plan will be evaluated against the questions set out below:

- 1) How well has the Offeror identified pertinent risks, issues, challenges, and potential problems related to this specific project/service?
- 2) How well has the Offeror identified a clear and concise approach/methodology that can logically mitigate the risks?
- 3) The Offeror's ability to provide verifiable documented results of mitigation strategies (the impacts of their mitigation approach).

SEC. 5.07 VALUE OPPORTUNITY ASSESMENT

The Value Opportunity Assessment will be evaluated against the questions set out below:

- 1) How well has the Offeror identified pertinent ideas or opportunities that are specific to this project/service?
- 2) The Offeror's ability to provide verifiable documented results of the ideas/opportunities (actual impacts of these ideas).

SEC. 5.08 CONTRACTUAL EXPECTATIONS

Each portion of the Contractual Expectations (Contractual Requirements, Desired Services, Network Quality, and Car Coordination Model) will be evaluated against the following questions:

- 1) How well has the Offeror demonstrated an understanding of the purpose and scope of the project?
- 2) How logical is the approach/methodology to fulfilling the scope objectives and goals of the State?
- 3) How well has the Offeror demonstrated an understanding of the deliverables the State expects it to provide?

SEC. 5.09 PERFORMANCE QUALIFICATIONS

The State will be analyzing performance information. Offeror will prepare and submit a Reference List, Survey Questionnaire, and Performance Information Scores as outlined below:

Reference List Requirements

- Offeror must prepare and submit a list of clients that will evaluate the Offeror's performance.
- The number of references that must be submitted is at least three for each Offeror.
- The past services should be similar to the services being proposed on this project.
- The client must complete the survey (Offeror cannot have other consultants, or third parties, evaluate Offeror's performance).

Performance Information Score

- Once Offeror has collected all its surveys, Offeror is required to generate the Performance Information score.
- Offeror is required to input all of its returned survey scores, and then average all of the responses together to obtain Offeror's overall rating.
- State may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional

information. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference. The State may also adjust scores/ratings if the State determines that the criteria/requirements have not been followed.

SEC. 5.10 CONTRACT COST

Costs will not be evaluated/scored by the PEC. Offerors must use the tables in Attachment E – Cost Proposal to display the proposed administrative costs and estimated savings by contract year and plan.

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

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

SEC. 5.11 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 following website:

<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. 5.12 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.

SEC. 5.13 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:

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

SEC. 5.14 ALASKA OFFEROR PREFERENCE

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. 2 AAC 12.260(e) provides Alaska Offerors a 10 percent 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. 5.15 SHORTLISTING

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

SEC. 5.16 INTERVIEWS OF KEY PERSONNEL

The State may conduct interviews with the key personnel from each of the shortlisted Offerors, as identified in section 4.09 step 2 and Attachment G (the State reserves the right to request additional personnel).

The State will conduct interviews with each Offeror susceptible to award. These individuals must be the same individuals that are listed in the Offeror's Proposal. No substitutes or proxies will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a "0" score. It is the State's preference that interviews are conducted in person, but may make exceptions if a vendor can justify a financial burden related to travel costs and conduct a teleconference and/or webinar instead.

Interviews are expected to last approximately 30 minutes per individual. Interviewees may not bring notes, presentation materials, or handouts. The State will interview individuals separately (not as a team). Interviewees may be prohibited from making any reference to their proposed cost/fees. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The State may request additional information prior to interviews.

The interview will last no longer than one hour. Time permitting, a question and answer session will follow the demonstration.

For evaluation purposes, the meeting will be recorded. Due to confidential information that may be shared thought would have an effect on business decisions, the recording will not be made available as a public record.

SEC. 5.17 FINAL PRIORITIZATION

After the shortlisted Offerors have been interviewed, evaluated, and scored by the PEC, the contracting officer will perform a final prioritization.

SEC. 5.18 COST REASONABLENESS

Prior to performing clarifications and negotiations, the contracting officer will perform a cost reasonableness assessment of all of the shortlisted proposals in the following manner:

- a. If the highest prioritized Offeror's total cost points is within 5% of the second highest prioritized Offeror's total cost points, the State reserves the right to proceed to invite the highest prioritized Offeror to the clarification period.
- b. If the highest prioritized Offeror exceeds this range, the State reserves the right to invite the second highest prioritized Offeror to the clarification period.

SEC. 5.19 CLARIFICATION PERIOD

The clarification period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value Offeror an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The State's objective is to have the project completed on time, without any cost increases, and with high customer satisfaction. It is the Offeror's responsibility to ensure that the Offeror understands the State's subjective expectations. The Offeror is at risk, and part of the risk is understanding the State's expectations.

The Offeror will be required to pre-plan the project in detail to ensure that there are no surprises, and to prepare a clarification document (which will be incorporated into the contract), containing at a minimum the information as described below:

- a. Verify the Fee/Cost Proposal: Clarify the fee schedule. The Offeror is expected to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- b. Provide a Project Schedule: Prepare a high level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule.
- c. Provide a Client Action Item Schedule: Prepare a schedule of any/all activities, actions, or decisions needed from the State (including specific due dates and client names responsible for the activities). This must be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of the State or its personnel
- d. Align Expectations: Coordinate the project/service (schedule, cost, activities) with all critical parties (subcontractors, consultants, suppliers, manufacturers, etc.). Create a detailed project plan. Review any unique technical requirements with the State.
- e. Key Assumptions: Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items that the Offeror feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Offeror has of the State, State personnel, or other parties/organizations that are not contracted to by the Offeror.
- f. Risk Mitigation Approach: Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Offeror. This should include everything (realistically) that may prevent the Offeror from being successful on this project. This may include: contractor risks, designer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project

- g. **Financial Resources and Responsibility:** Provide necessary information on the Offeror's ability to meet its financial obligations based on the RFP's estimated budget range. Financial analysis includes and is not limited to standard accounting ratio analysis. Offeror will be required to provide the most recent three years audited financial Statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial Statements or the period of the company's existence, if shorter. Provide the most recent interim financial Statements. Required if the latest available financial Statement date is six months or more than the RFP document submission date. Interim financial Statements must be signed and attested to by an authorized officer as a fair representation, in all material aspects, of the company's financial condition in accordance with generally accepted accounting principles. Provide any subconsultant's financial stability information and qualifications of the subconsultant's key personnel (if the subconsultant will perform at least 25% of the work). The State may request clarifications or additional documentation, other than the aforementioned documents as stated above. However, no request by the Offeror to submit additional information for re-evaluation of financial resources and responsibility will be accepted.
- h. 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. If requested, provide resumes on all key personnel.
- i. Provide any additional requested documentation: Provide a detailed project/work plan, past and current client references, safety plans, staffing plans, warranties, contracts, insurance, background checks, additional references and reference information, etc.

The potential best value Offeror will be required to conduct and participate in several meetings throughout the clarification period. At a minimum, the State will require the Offeror to conduct a kickoff meeting at the beginning of the clarification period. The Offeror will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the State
- Address all project assumptions
- Identify major risks to project delivery (focusing on risks that the Offeror does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the State to support successful project delivery.
- Propose a schedule for items that must be reviewed in detail and resolved during the clarification period.

The potential best-value Offeror will be required to hold a final summary meeting at the end of the clarification period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The Offeror will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

The State reserves the right at its sole discretion to negotiate with the potential best-value Offeror during the clarification period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). An invitation to the clarification period does not constitute a legally binding offer to enter into a contract on the part of the State to the Offeror. At any time during the clarification period, if the State is not satisfied with the progress being made by the invited Offeror, the Offeror fails to provide the information in a timely manner, fails to negotiate in good faith, or if the Offeror and the State fail to agree to terms or fail execute a contract, the State may terminate the clarification period activities and then commence or resume a new clarification period with an alternative Offeror.

SEC. 5.20 OFFEROR NOTIFICATION OF SELECTION

If the State and Offeror are able to agree to terms and complete the clarification period, the contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors who submitted proposals. The NIA will set out the names of all Offerors and identify the proposal selected for award.

SECTION 6. POST AWARD PROCEDURES AND ACTIVITIES

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 MONTHLY REPORTING

The State will require the awarded contractor to prepare and submit monthly reports. These reports are a tool for the State in analyzing changes that may occur throughout an awarded project. A 'change' is defined as anything that impacts (or may potentially impact) the original awarded project cost/fee/financial structure or project duration. This includes deviations that are caused by:

- The contractor (or entities contracted by DB Team)
- The State (scope changes or client-caused deviations)
- Third parties (which are not hired or contracted by the contractor)
- Unforeseen conditions

The monthly report is a MS Excel spreadsheet file. As new or potential deviations occur (to cost or schedule), they must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule.

A template shall be provided by the State and must be used. The contractor will not be permitted to recreate or modify this template in any way. The State will assist the contractor in setting up this spreadsheet but it is the contractor's responsibility to complete and submit these reports as required. Note: These reports do not substitute or eliminate progress reports or any other traditional reporting systems or meetings (that the contractor may perform).

The monthly report must be prepared and submitted by the contractor every month (first Monday of the month by 8 am Alaska Time) throughout the duration of the contract. The State will review and analyze each monthly report for accuracy, following format requirements, and timely submittals.

SEC. 6.03 PERFORMANCE EVALUATIONS

The awarded contractor will be closely monitored for contract compliance. In summary, the State will evaluate the contractor's overall performance on the awarded contract. This may include, but is not limited to:

- Ability to follow State rules, policies, and regulations
- Ability to successfully manage and deliver the project
- Ability to minimize delays
- Ability to minimize cost increases
- Ability to provide and submit accurate monthly reports
- Overall quality and performance of the services
- Accuracy of billing
- Responsiveness to correct deficiencies
- Conformance to the terms and conditions of the contract

The project evaluation assessment will be performed at regular intervals. These ratings may be used and considered during the solicitation and competition of future projects within the State of Alaska.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 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. 7.02 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached with the RFP 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, and the State reserves the right to reject a proposal that is noncompliant or takes exception with the contract terms and conditions Stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be made in writing to the contracting officer no later than 10 days before the deadline for receipt of proposals. Please include the following information with any change/exception that you are proposing:

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

SEC. 7.03 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 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. 7.06 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 contracting 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 contracting 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 contracting 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. 7.07 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. 7.08 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 contracting officer does so, and if the contracting 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 contracting 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. 7.09 ASSIGNMENT

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

SEC. 7.10 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. 7.11 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.05 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. 7.13 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. 7.14 SOLICITATION ADVERTISING

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

SEC. 7.15 SITE INSPECTION

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

SEC. 7.16 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 contracting 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 contracting 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 contracting officer will issue a written response to the protest. The response will set out the contracting 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 contracting officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

- A. Administrative Requirements
- B. Non-Disclosure Agreement
- C. Risk Assessment Plan
- D. Value Opportunity Assessment
- E. Cost Proposal
- F. Contractual Expectations
- G. Performance Information
- H. Appendix B2 Indemnity and Insurance
- I. Standard Agreement Form
- J. Notice of Intent to Award