

STATE OF ALASKA REQUEST FOR PROPOSALS



WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR

RFP 2019-0200-4001

ISSUED JUNE 29TH, 2018

SOLICITING PROPOSALS FROM QUALIFIED INDEPENDENT LICENSED CLAIMS ADJUSTING FIRMS TO ASSUME ADMINISTRATION OF EXISTING WORKERS' COMPENSATION CLAIM FILES AND THE ADMINISTRATION OF NEW CLAIMS AS PART OF THE STATE'S COMPREHENSIVE SELF-INSURANCE PROGRAM.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF RISK MANAGEMENT

PRIMARY CONTACT:

MATT MEIENBERG
PROCUREMENT OFFICER
MATTHEW.MEIENBERG@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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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Division of Risk Management, hereafter the State, is soliciting proposals from qualified Independent Licensed Claims Adjusting Firms to assume administration of existing Workers' Compensation claim files and the administration of new claims as part of the State's Comprehensive Self-Insurance Program.

The State seeks a business partner to administer Workers' Compensation claims accurately and correctly based on Alaska Workers' Compensation statutes and regulations and to provide prompt and efficient administration based on Alaska Fair Claim Practices Act and regulation and insurance industry best practices. The State further seeks a partner who will embrace the use of technology in support of maintaining a paperless claims management system.

SEC. 1.02 BUDGET

The Department of Administration, Division of Risk Management, estimates a budget up to \$2M dollars annually for completion of this project. Proposals priced at more than \$2M will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00 PM** prevailing Alaska Time on **JULY 27, 2018**. Emailed proposals are not acceptable. Oral proposals are not acceptable.

SEC. 1.04 MINIMUM EXPERIENCE AND MINIMUM REQUIREMENTS

In order for offers to be considered responsive, offerors must meet the minimum prior requirements listed in this section:

- Industry Experience:
 - Adjusting Alaska Workers' Compensation Claims
 - Providing Claims Adjustment services to at least one government employer and/or one private employer; and
 - Processing over 1000 claims annually
- Adjusting Staff:
 - A Claims Manager experienced in project management, familiar with industry standards, who will supervise, manage, and oversee the Adjusting Staff/Key Personnel proposed in Section 3.12 Contract Personnel;
 - An Adjusting Staff comprised of comprehensive personnel that have experience in claims adjusting services;
 - Account support staff with skills sufficient to support arranging travel and reconciling travel expenses, entering payments, and obtaining W-9 tax information;
 - A paralegal to compile and forward discovery packets to the Department of Law; and
 - Information Technology staff to support claim system interface, document scanning, and electronic data exchange.

- Adjusting Staff Experience:
 - Lead Adjusters shall have at least five years' experience in adjusting Alaska Workers' Compensation Claims and Alaska Workers' Compensation Board hearings (AWCB);
 - Time Loss Adjusters shall have at least two years' experience in adjusting workers' compensation claims;
 - Medical Only Adjusters shall have at least one-year experience in workers' compensation claims; and
 - All Adjusters must provide proof of a valid State of Alaska Independent Adjuster License.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will 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 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer on or before the date listed in section 1.12. RFP Schedule. 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: **MATT MEIENBERG** – PHONE **907-465-5758** - EMAIL **MATTHEW.MEIENBERG@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one MASTER hard copy of their proposal, in writing, to the contracting manager in a sealed package with the technical response of the proposal and the Cost Sheet Matrix sealed separately in the package. Both the technical response and the Cost Sheet Matrix must be clearly identified.

Additionally: Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the technical response of the proposal and the Cost Sheet Matrix saved in a separate file 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

Attention: MATT MEIENBERG, PROCUREMENT MANGER
Request for Proposal (RFP) Number: 2019-0200-4001

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (WCTPA)

P.O. BOX 110210
JUNEAU, AK, 99811-0210

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

333 WILLOUGHBY AVE, STE 801
JUNEAU, AK, 99801

NOTE: THERE IS NO OVERNIGHT DELIVERY SERVICE TO ALASKA.

The state will not accept emailed or faxed proposals.

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, an email notice of posting 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 **JUNE 29, 2018**,

- Pre-proposal conference on **JULY 9, 2018, 1:00 PM AST**
- Questions due on **JULY 13, 2018, 3:00 PM AST**
- Answers due on **JULY 18, 2018,**
- Deadline for Receipt of Proposals **JULY 27, 2018, 3:00 PM AST**
- Oral Interviews will be scheduled the **WEEK OF JULY 31-AUGUST 3, 2018,**
- Proposal Evaluation Committee complete evaluation by **AUGUST 9, 2018,**
- State of Alaska issues Notice of Intent to Award a Contract **AUGUST 13, 2018,**
- State of Alaska issues contract **AUGUST 23, 2018,**
- Contract start **AUGUST 24, 2018.**

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 **1:00 PM**, Alaska Time, on **JULY 9, 2018** in the large conference room on the 8th floor of the State Office building located at 333 Willoughby Ave 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 may be tentatively answered at the meeting but will not become official until a Question and Answer amendment has been issued.

Offerors not attending in person may call in to 1-800-315-6338 Access Code 15850#. Vendors choosing to call in must register with the procurement officer of record prior to the conference. Vendors can register by emailing Matthew.Meienberg@alaska.gov. Include in the email; company name, contact name, contact phone number and contact email: Subject line: Register for RFP 2019-0200-4001.

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

With a staff of five the Alaska Division of Risk Management operates from the State Office Building in Juneau, serving a statewide constituency including; all departments of the executive, legislative, and judicial branches of State government, all State boards and commissions and their respective members and employees.

Risk Management administers the self-insurance program for each State agency, covering all sudden and accidental property & casualty claims, and workers' compensation claims.

Risk Management claims administrators oversee and manage the day-to-day activities of all State claims. Through an on-line interactive claims information system, they are able to immediately determine the current status of any case and view all payment and reserve transactions. Risk Management performs on-site claim audits, randomly selected electronic claim files audits to ensure prompt professional and cost-effective claims services are continually provided.

For litigated cases, Risk Management funds the Special Litigation Section within the Department of Law. Risk Management claims staff work closely with Department of Law legal on defense or settlement decisions in all complex claims and litigation cases.

Risk Management processes all workers' compensation claims for State of Alaska employees. There are dozens of daily injuries that cause State workers to be out of work for weeks, months, and sometimes years. The following table illustrates the workload of processed medical only and time loss claims for the past ten years.

Ten Year Claim Count for State of Alaska Workers' Compensation Claims

CY	Medical Only #	Time Loss #	Total Expenses
2008	766	421	\$ 19,475,607.07
2009	748	471	\$ 21,391,488.49
2010	771	452	\$ 23,836,715.30
2011	807	477	\$ 26,583,749.96
2012	782	452	\$ 27,339,642.45
2013	801	420	\$ 28,527,065.00
2014	761	371	\$ 26,052,990.27
2015	706	309	\$ 22,890,025.92
2016	640	321	\$ 22,019,944.00
2017	674	293	\$ 20,070,552.00

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State is soliciting proposals from qualified Offerors to provide Workers' Compensation Claim Adjusting and reporting services managed by the Division of Risk Management (DRM), a self-insured government entity. The services to be provided include but are not limited to: processing and adjudicating claims, receiving and answering questions regarding claims, file management, EDI reporting, and medical/pharmacy bill review.

Provide Customer Service

The Offeror must have an Alaska office location, where the claims manager must be located, with a high quality adjusting and support staff to process and adjudicate claims, and must communicate with claimants, legal representatives, and administrator. The Offeror must implement a training program to ensure staff follow the Alaska Workers' Compensation statutes and DRM TPA Policy & Procedures. At a minimum, the Offeror office and phone lines must be staffed and available Monday through Friday from 8:00 a.m. to 4:30 p.m. (Alaska Time). The Offeror must maintain a toll-free phone line operated by a live person and a telecommunication device for the hearing impaired (TDD).

Provide Adjusting Services

The Offeror must utilize the internet-based Risk Management Information System (RMIS) currently in use, Origami Risk. The Offeror must follow Alaska Workers' Compensation statutes and deadlines to adjust Workers' Compensation claims and assume responsibility for all open claims and all new or reopened claims after contract begins. The Offeror's staff must also follow Division of Risk Management Workers' Compensation TPA Policy & Procedures (Attachment E), which further details the duties and responsibilities the contractor is required to perform under the resulting contract. Offeror assumes responsibility for existing paper files, including storage, security, and relocation as needed. The Offeror must support the process of reviewing, disposing, and archiving paper files associated with open and/or litigated claim files based on State retention schedule. Offeror must electronically index claims when reserves exceed \$5,000. The State expects the Offeror to exercise due diligence when administering claims and take responsibility for any errors and omissions that may occur.

Offeror will also support claim litigation by: preparing initial referral packets for litigated cases on forms provided by the Attorney General's Office, prepare and submit litigated case files to the Attorney General's Office, and prepare initial medical summary documents.

Provide Reporting Services

The Offeror must report to the Alaska Workers' Compensation Board (AWCB) utilizing RMIS EDI reporting and prepare and possibly attend AWCB hearings. The Offeror must prepare and submit the AWCB annual report, provide required reports designated by DRM, and complete Ad hoc reporting when requested.

Medical/Pharmacy/DME Bill Review

The Offeror will support improved bill review services (MBR/PBM/DME) via subcontract with an established vendor. Subcontractor shall provide additional PPO savings above Alaska Fee Schedule.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately August 24, 2018, for three years with four additional one-year renewal options.

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. Claims Management and Objectives

1. Pay claim settlements and pre-approved allocated loss adjustment expenses (ALAE) out of funds provided by the State;
2. Notify Risk management upon becoming aware of a claim or potential claim other than by formal claim or loss report;
3. Notify Risk management of any catastrophic claim or any claim in which there is potentially an issue of course and scope of employment or any other issue of COMPENSABILITY;
4. At no time shall contractor exceed a per adjuster caseload of 125 time loss or 200 medical only claims; and
5. The State will charge a 5% penalty following any 60 day period when maximum claim load has been exceeded. An audit will be taken of claim workload per adjuster at the end of every 30 days. If any adjuster exceeds the allowable limit of claims in the 30-day period, Risk Management will issue a letter of warning to take corrective action. If the situation is not resolved within 30 days following the written warning, a 5% penalty will be assessed.

B. Account Management

1. Assign work covered by this contract to qualified persons who are competent, experienced, and capable of performing such duties in a manner compatible with good claim handling practices and standards;
2. Staff the account in a manner that will assure an adequate and timely response to claims assigned or reported coupled with proper file reporting procedures established by Risk Management;
3. conduct periodic reviews to ensure quality standards are met;
4. participate in annual audits either at the contractor's place of business or electronically through the claims system; and
5. Participate in periodic training seminars provided by the department of law.

C. File Management and Accessibility

1. Each adjuster must have the capability to electronically access and input data into the proprietary software system
2. Each adjuster shall have the capability to communicate electronically via e-mail to claims administrator or attorney General Office.

D. Payment Procedures and Reimbursements

1. Be responsible for and directly reimburse risk management for any fines or penalties resulting from or arising out of any violation, by the contractor, of any applicable state regulations, penalty assessment by the Department of Labor or any obligation incurred by the contractor as a result of delay in payment, non-reporting, or bad faith handling of a claim assigned under the terms of the contract. Reimbursement is due within five days from penalty notice; and
2. Reimburse the state for any overpayment of benefits to the claimant made as a result of error on the part of the contractor.

E. Ad-hoc Reports

1. The state may request additional reports on an ad hoc basis and will coordinate with the contractor to determine the timing, format and content requirement needed.

F. Medical/Pharmacy/DME bill review

1. Conduct quarterly audits to ensure PPO savings below Alaska Fee Schedule.

SEC. 3.04 CONTRACT TYPE

This contract is a fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will pay the entire annual contract amount in twelve equal monthly payments.

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

The location(s) the work is to be completed and managed is within Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for staff to make two trip(s) to Juneau bi-annually. Travel to other locations will not be required.

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 only be used to perform work under this contract for medical bill review, pharmacy benefit management, durable medical equipment, and nurse case management services. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontractor(s) may not be used for any adjusting or adjusting related services under the contract. Subcontractor(s) may not subcontract services. Direct billing to Risk Management is required from all subcontractors.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 Minimum Experience and 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 will not be allowed.

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.

Offerors must provide a list of names and qualifications for all project team members proposed for the following positions: Account Manager, Lead Adjuster, Time Loss Adjusters, and Medical Only Adjusters. Each person proposed must meet all relevant experience and minimum requirements as stated in this RFP. These positions will be known as "Key Personnel".

Any change in Key Personnel must be requested 10 days in advance and approved by the Project Manager. Written justification as to why personnel are being removed or diverted, the proposed substitute(s) and/or replacement(s) must be attached to the request for review. All substitutes and replacements must meet the minimum requirements to be accepted by the State.

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 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 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 Attachment D - Standard Agreement Form/Appendix A, attached in Section 8. Exhibits.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide 3 written references, on form provided as attachment H, for similar projects the offeror's firm has completed.

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.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,

- itemize the total cost and the number of estimated hours for each individual named above.

SEC. 4.07

The State will conduct group interviews with the principal personnel identified below with each of the Responsive Offerors. No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a “o” score, which may jeopardize the offeror’s competitiveness.

1. Claims Manager – the individual with authority over the entirety of the project who will be interacting with the State team on a regular basis.
2. Up to 3 representatives of the offerors company, not including the claims manager.

Interviews are expected to last approximately one hour per Responsive Offeror. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fee. 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.

SEC. 4.08 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. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion 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 UNDERSTANDING OF THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (100 POINTS)

Proposals will be evaluated against the questions set out below:

1) 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?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Were the written references provided and did they show favorable for the firm?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 INTERVIEWS (200 POINTS)

SEC. 5.06 CONTRACT COST (300 POINTS)

Overall, a minimum of 30% 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 Section 6.12.

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 Section 3.15.

SEC. 5.07 ALASKA OFFEROR PREFERENCE (100 POINTS)

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 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. 6.02 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 current Alaska adjuster license;
- 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. 6.03 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. 6.04 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. 6.05 DISCUSSIONS WITH OFFERORS

The state will conduct oral interviews with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these interviews will be to ensure full understanding of the requirements of the RFP and proposal. Interviews will be limited to specific sections of the RFP or proposal identified by the procurement officer. Interviews will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Interviews will be a part of the evaluation of proposals process. Offerors must ensure proposed Claims Manager attend interviews. If Claims Manager is changed prior to contract start, Risk Management reserves the right to interview and accept/deny that person. If contractor cannot acquire an acceptable Claims Manager within ten days, the contractor will be considered non-responsive. Following interviews, the procurement officer may set a time for best and final proposal submissions. 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 interviews so that reasonable accommodation can be made.

SEC. 6.06 EVALUATION OF PROPOSALS

The 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. 6.07 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 Commissioners 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. 6.08 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. 6.09 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. 6.10 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. 6.11 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 **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. 6.12 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.

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. 6.13 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:

- 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. 6.14 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. 6.15 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. 6.16 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.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

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 (Attachment B). 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, including costs associated with the oral interview requirements set out in section 5.

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. 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. 7.12 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. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- A. Proposal Submission Cover Sheet
- B. Cost Proposal
- C. Division of Risk Management 2018 TPA Policy and Procedures
- D. Standard Agreement Form - Appendix A
- E. Appendix B2
- F. Proposal Evaluation Form
- G. Notice of Intent to Award
- H. Client Reference Form