

# STATE OF ALASKA REQUEST FOR PROPOSALS



## LONG TERM CARE PLANS ADMINISTRATOR

RFP 2021-0200-4777

ISSUED MARCH 5, 2021

LONG TERM CARE PROGRAM ADMINISTRATIVE SERVICES

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ISSUED BY:

DEPARTMENT OF ADMINISTRATION  
DIVISION OF RETIREMENT AND BENEFITS

PRIMARY CONTACT:

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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 PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF 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 Retirement and Benefits, is soliciting proposals for Long-Term Care Program Administrative Services; A more detailed description including scope of work is provided in Section 3.

### SEC. 1.02 BUDGET

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 **2:30 PM** prevailing Alaska Time on **APRIL 2, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

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

In accordance with AS 39.30.090, the offeror must be authorized to transact business in Alaska under AS 21.09. The offeror must have at least five years of experience in the following:

- Providing claim administration for LTC services to at least one government or private employer with 20,000 or more eligible retirees or employees

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

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **JANICE NEAL** – PHONE **907-465-5758**

### SEC. 1.07 RETURN INSTRUCTIONS

**Proposals must be submitted via email.** The technical proposal and cost proposal must be saved as separate PDF documents and emailed to [DOA.DGS.info@alaska.gov](mailto:DOA.DGS.info@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

**It is the offeror's responsibility to contact the issuing agency at 907-465-2250 to confirm that the proposal has been received.** The State is not responsible for unreadable, corrupt, or missing attachments.

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

Department of **ADMINISTRATION**  
Division of **RETIREMENT AND BENEFITS**  
Attention: **JANICE NEAL**  
Request for Proposal (RFP) Number: **2021-0200-4777**  
RFP Title: **LONG TERM CARE PLANS ADMINISTRATOR**

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified 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 website.

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. 1.11 RFP SCHEDULE

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 / RFP Released		March 5, 2021
Pre-Proposal Conference	1:00 pm	March 10, 2021
Deadline to Submit Questions	2:30 pm	March 16, 2021

Questions Responded to by		March 19, 2021
Deadline for Receipt of Proposals / Proposal Due Date		April 2, 2021
Interviews		April 12-13, 2021
Proposal Evaluations Complete		April 16, 2021
Notice of Intent to Award		April 20, 2021
Contract Issued		April 30, 2021
Implementation Period		May 1, 2021 – June 30, 2021
Contract Start		July 1, 2021

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. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held on **March 10, 2021, at 1:00 PM**, Alaska Time. The purpose of the teleconference is to provide an overview of the RFP and discuss the work to be performed. Offerors will be allowed to ask questions concerning the RFP. Simple questions may be answered during the teleconference. **ALL questions must** be submitted in writing following the pre-proposal conference and will be addressed in the form of an amendment to ensure a complete answer is provided. Questions and answers will be viewable by all interested parties. Refer to Section 1.06 for more details.

This will be a teleconference only, and potential Offerors may participate by calling. To dial into the teleconference, please use **1-800-315-6338 or (1-913-904-9376)**, access code **55758#**.

Offerors with a disability needing accommodation should contact the issuing office at (907) 465-5758 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

### SEC. 1.13 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. 1.14 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 ABOUT THE DIVISION

The Department of Administration, Division of Retirement and Benefits (Division) manages the State of Alaska's (State) retirement systems and health benefit plans. The Division's scope of work includes serving as the point of contact of administrative, legal, legislative, and procedural issues regarding the management of the State-sponsored health, dental, and long-term care (LTC) plans. Currently the Division manages eligibility and internally handles some of the work related to customer services, benefits processing, counseling, and appeals.

The Commissioner of the Department of Administration is the plan administrator, but delegates policy development and the operations of State-sponsored health benefit plans to the Division's health team. This team is comprised of a Division Director, Chief Health Administrator, and support staff.

### SEC. 2.02 ABOUT THE ALASKACARE LONG-TERM CARE PLAN

AlaskaCare is the term used to describe the health plans administered through the State of Alaska. These plans are provided in accordance with Alaska statutes to a subset of State employees, and to public employees, teachers, and judicial officers of the State and political subdivisions who are eligible for retiree health benefits.

The State offers a voluntary LTC plan to all eligible retirees. There are four LTC plans—Bronze, Silver, Gold, and Platinum. These plans provide a range of health and social services for people who need assistance with the basic activities of daily living. The benefits on these options may change from time to time. There are approximately 29,000 members currently enrolled in the State's four LTC plans.

#### **Silver, Gold, and Platinum LTC Plan Options**

These options are available only to members who retire after December 31, 1999, or those who applied for and were approved for coverage during the enrollment period in 2000. The Silver, Gold, and Platinum options cover the same services—skilled or intermediate nursing home care, assisted living facilities, home health care, respite care, and hospice care. The only differences between the options are the beginning lifetime maximum benefit and the type of inflation protection offered.

#### **Bronze LTC Plan Option**

This option was only available to members who retired prior to January 31, 2000. This option covers skilled or intermediate nursing home care and home health care and has lower benefit maximums. However, it does not offer inflation protection, respite care, or hospice care, and does not cover cognitive impairments which is substantially different from the other options. Retirees enrolled in the Bronze option were given a one-time opportunity in 2000 to stay in this option or select one of the other three options if they wanted to increase their coverage.

#### **Current Vendor**

Currently, CHCS Services Inc. is the administrator for claims, medical underwriting, appeal adjudications, and reporting for the LTC plans.

### SEC. 2.03 STATE'S ADMINISTRATIVE RESPONSIBILITIES AND BENEFIT ELIGIBILITY

The State processes members' enrollment in the plan and then forwards eligibility data to the LTC administrator each week. This transfer is done electronically via the internet over a secure web portal. Errors between the new data received and the previous information contained in the LTC administrator eligibility system are reported and the State is requested to confirm the appropriate eligibility. The LTC administrator then corrects the eligibility system accordingly.

During any month, the State may add or remove members from the plan outside the normal electronic method. However, the State does not assume responsibility for processing claims, or verifying eligibility other than providing eligibility information and notifying the LTC administrator of benefit changes.

The State collects appropriate premiums for the retiree LTC coverage directly from retirees' warrants. However, if a retiree has insufficient funds in their benefit warrant to pay for their plan selection, the State's Third-Party Direct Bill administrator, PayFlex, collects the premiums directly from the retiree and furnishes the LTC claim administrator with the eligibility of retirees on Direct Bill.

## SEC. 2.04 LTC PLANS – BENEFIT SUMMARY

This table illustrates a summary of the coverages mentioned above. Please refer to the [LTC Plan Booklets](#) for additional information, limitations, and exclusions.

Benefits	Bronze Option*	Silver Option	Gold Option	Platinum Option
Deductible	90 days	90 days		
Benefit Eligibility	Inability to perform 2 of 5 Activities of Daily Living	Inability to perform 2 of 6 Activities of Daily Living or cognitively impaired		
Lifetime Maximum	\$200,000	\$400,000	\$300,000	
Nursing Home Daily Benefit	\$125 in Alaska \$75 out of Alaska	\$200		
Assisted Living Facility Daily Benefit	Covered in lieu of other services if approved	\$150		
Home Health Care Daily Benefit	\$75 in Alaska \$40 out of Alaska	\$125		
Hospice Care Daily Benefit	Not Covered	\$125		
Respite Care Daily Benefit	Not Covered	Up to \$200 daily Up to 14 calendar days per calendar year		
Inflation Protection	None	None	Simple at 5% of original benefit each year. Applies to lifetime and daily maximums	Compound at 5% of the prior year's benefit each year. Applies to lifetime and daily maximums

\*Existing Bronze Option is closed to new entrants after 1/31/2000



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Administration, Division of Retirement and Benefits, is soliciting proposals from qualified Offerors to provide administrative services for LTC Plans managed by the State, a self-insured government entity. The services to be provided include, but are not necessarily limited to: processing and adjudicating claims, handling matters of eligibility, and receiving and answering questions regarding the LTC Plans. The Offeror must maintain a unit qualified and adequately staffed to perform all the administrative functions set out in this section.

#### **Customer Service**

The Offeror must have a high-quality Claim Processing Unit staff to process and adjudicate claims and respond to members' inquiries. The Offeror must develop and implement a training program to train staff in regard to the State's LTC Plan benefit design and policies. The Offeror must maintain a call center with an adequate number of toll-free phone lines operated by live persons, as well as a separate toll-free phone line for the hearing impaired, to provide prompt access for members to qualified personnel.

At minimum, the Claim Processing Unit and the phones lines must be staffed and available Monday through Friday from 7:00 a.m. to 5:00 p.m. (Alaska Time). The call center shall conduct post call satisfaction surveys and meet performance satisfaction targets contained in performance guarantees. Currently, there are approximately 600-800 calls handled per month.

All calls should be handled professionally by designated tier 1 agents who understand the plan and are able to resolve concerns skillfully. Agents should be trained to maximize first call resolutions, only deferring for follow-up or forwarding issues to the manager if the problem cannot be handled immediately with the tier 1 agent. The company must outline their escalation process to ensure highest efficiency. If a problem cannot be resolved in the first call, agents must have designated time throughout the week to make outbound calls to resolve issues. A minimum of two proactive outbound calls and two letters will be made to ensure completion of intake packages within 30 days.

The Offeror shall provide access to oral interpretive services, free of charge, for foreign language speakers on an as-needed basis. This will ensure that members have clear communication with Offeror. The Offeror shall also have telecommunication device for the deaf (TDD) services available and provide appropriate methods for communicating with visually- and hearing-impaired members.

In addition, the Offeror must develop and maintain, at its expense, a secure website capability with an URL address that is easy to find and access by the member and the State. The content of the website will be mutually agreed to by the State and the Offeror. The website will provide, but not be limited to, access to claims and eligibility information, the State's LTC Plan and benefits, downloadable forms, and Claim Processing Unit and Call Center contact information. Also, the Offeror shall provide a secure portal for the members and the State to contact the Offeror via email for claims and eligibility inquiries.

The Offeror must develop and supply a printed guide, to be distributed to the members upon request, with the Organization and Claim Processing Unit contact information as provided on the website. The guide shall also instruct, explain, and illustrate to the members the correct process to follow when submitting a claim.

#### **Claims Processing**

The Offeror must have a claim processing system capable of accepting and adjudicating claims submitted via fax, electronic format (including secure email) and hard copy paper form and be able to accept and update eligibility data from the State and its Direct Bill contractor (currently PayFlex). It also must have electronic billing capabilities that

comply with the federal regulations under HIPAA. If it is determined that any Benefit Payment has been made by the Offeror to, or on behalf of, an ineligible person, or if it is determined that more than the appropriate amount has been paid, the Offeror shall undertake good faith efforts to recover the erroneous payment. The State shall be held harmless for errors made by the Offeror. The Offeror will report any errors or overpayments to the State. For the purpose of this provision, “good faith efforts” constitute the Offeror’s outreach to the responsible party twice via letter to attempt to recover the payment at issue.

The Offeror must perform a Claim Intake upon notification of a potential claim and receipt of eligibility information provided by the State. Claim Intake consists of reviewing, evaluating, and determining the proper disposition of each claim in accordance with the terms of the benefits, the guidelines established by the Offeror and approved by the State, and the requirements of any applicable State’s Unfair Claims Practices Act.

The Offeror shall adjudicate the claim based on whether the member and claim are eligible, the type of claim presented, and the amount of coverage. If it is determined that the claim meets the eligibility criteria, based upon the policy language in the LTC Plan Booklets, the Offeror will promptly make the claim determination and process the claim. However, if the Offeror determines the member is not eligible for benefits, the Offeror will promptly send a denial letter with appeal rights and an appeal form to the claimant.

Once a claim determination is made, the Offeror must pay 90% of clean claims within 10 business days, and 99% of clean claims within 30 calendar days. The Offeror shall audit processed claims for payment accuracy. Errors in claim adjudication discovered at a later date, but within two years of adjudication, shall be corrected at the Offeror’s expense within 30 business days of receipt of written notification. A claim overpaid due to an error in excess of \$50 or five percent of allowed, on an act or omission by the Offeror, shall be reimbursed to the State for the exact amount that was overpaid. This does not include overpayment due to member’s fraud or other erroneous information submitted by the benefit recipient.

The Offeror shall have a documented antifraud strategy to identify and reduce costs to the State caused by fraudulent activities, and to protect consumers in the delivery of LTC services through the timely detection, investigation, and prosecution of suspected fraud. The Offeror must report to the State potential abusers of the program. Potential abusers may be identified through review of claims suspended for manual review or through referrals, complaints or inquiries received by the Offeror.

The State reserves the right to perform an annual claim audit. The State may use a third-party auditing firm of the State’s choice to conduct this audit. The State’s rights regarding this audit include, but are not limited to, the following:

- The right to audit up to 250 claims per plan year;
- The right to have a statically valid sample plus targeted/focused claims;
- The right to access to all claim information and history that would be needed to adjudicate the claim. (*i.e.* eligibility, certification, claim form, payments, receipts, providers claim form, amount of days accounted for, etc.);
- The right to conduct a remote or onsite audit.

## **Implementation**

The Offeror must start the process of implementation upon the award date of services/coverages and must provide a detailed project management outline with milestones and roles/responsibilities. The Offeror must ensure proper implementation of the program and must cooperate with the State on implementation activities including (but not limited to) an implementation audit, general implementation assistance, and member communications.

## **Care Management Services**

The Offeror must provide care management services after a member is determined eligible for benefits. The Care Management Unit working with the member, will document the approved program of care as written by the member's licensed health care practitioner. The Offeror must provide a copy of the approved care program to the member and must support them in implementing their care program.

In addition, the Offeror must provide ongoing monitoring. This includes monitoring the member's health status, verifying completion of intake packages, responding to telephone calls from the member and the member's legal representative, reviewing the care program periodically, and making changes to the ongoing care program as appropriate. When necessary, the Care Management Unit will perform an on-site reassessment to obtain information on the member's functional status and ability to perform the activities of daily living, or cognitive impairment, as required by the policy. The State reserves the right to audit and review the Offeror's Care Management practices on an as-needed basis.

### **Underwriting**

The Offeror will be responsible for underwriting on qualifying dependents who are added to the LTC plan after the normal enrollment. The Offeror must establish a procedure to examine the member added to the LTC plan, to calculate the coverage they will receive and determine the amount they need to pay for the premium. The State reserves the right to review and approve the underwriting standards on an as-needed basis.

There is no underwriting for retirees or their spouses if they enroll at the time of their appointment to retirement. However, a pre-existing clause applies if they received (or should have received) treatment or medical attention in the three months prior to being appointed to retirement, and they began a program of care within the first 12 months of coverage.

### **Appeal Adjudication**

The Offeror must adopt an appeal procedure in accordance with the plan documents and approved by the State, to be used in the event a member appeals a decision on a claim that is determined ineligible for benefits. Upon exhaustion of the Offeror's appeal process, the member shall be given the option to appeal to the State.

The Offeror will notify the State promptly, in writing, of any member's request to appeal, threats of litigation, or complaints regarding a filed claim, and will send the necessary background information with its notification to the State. The Offeror will review requests for appeal, and if the Offeror recommends the denial be upheld, the Offeror will provide a formal recommendation, in writing, within five business days following the Offeror's appeal decision of how the State should handle the appeal. However, if the Offeror determines the claim should be paid, then the Offeror will pay the claim without further consultation with the State.

Appeal determinations reached by the Offeror will be communicated to the member and the claims processor. Appeal activity reports will be provided to the State upon request, during the quarterly account reports and the annual meeting. Customer complaint records and complete appeal records including call records, claims, care documents, emails, letters and all associated information shall be provided to the State within three business days of a request.

### **Account Management**

Dedicated account team members will be interviewed and approved by the State and cannot be replaced without State approval. Offeror's staff assigned to the State account must be available to the State during business hours in Alaska as needed.

### **Data Ownership, Maintenance & Continuity of Operations**

All AlaskaCare accounts, member and claim data and any other information related to the administration of the AlaskaCare LTC Plans is owned by the State. The Offeror shall maintain active, working claim data storage and retrieval services available to be accessed by or provided to the State and its designated users, and will include monthly claims files and updates, along with the inclusion of all historical data:

1. Complete individual member account information including:
  - a. Lifetime accumulator data;
  - b. All individual account file correspondence;
  - c. Underwriting and waiver requests and determinations;
  - d. Complete long-term care claims files received - whether paid or denied;
  - e. Checks issued files;
2. File of all uncashed checks for account; and
3. Other files as requested that are necessary for Long-Term Care Plan administration.

All reports, data information and claims will be transferred to the State monthly, annually and at end of contract without additional fees. The data will be passed via a standard file format that is readable and sortable by the State.

#### **Responsibilities on Termination**

Upon termination of the contract for any reason, the Offeror will continue to process runoff claims for Plan benefits that were incurred under the plan prior to, but not processed as of, the termination date, and which are received by the offeror not more than twelve months following the termination date. The procedures and obligations described in the RFP, to the extent applicable, shall survive the termination of the contract and remain in effect with respect to such claims. Runoff claims and appeals will be handled to their conclusion by the offeror, and the terms of the contract, to the extent applicable, shall survive the expiration of the twelve-month period for this purpose. All provisions of the contract needed to process runoff claims and their associated appeals shall survive termination of the contract.

The Offeror will continuously maintain service for all phones and fax lines, P.O. boxes and electronic claim submission channels and be able to process claims and appeals for twelve months after the contract terms end, for any possible run-out claims for services performed during the contracted period and for client and customer service inquiries related to services covered during the contract period. No administrative fee will be paid by the State after contract termination during this one-year run-out period.

Claims received after the conclusion of the twelve-month period following termination of the contract will be returned to the State or, upon its direction, to a successor LTC administrator at the State of Alaska's expense.

The State shall be liable for reimbursement of all benefit payments which have been paid by the Offeror on or before the termination date or that relate to runoff claims or appeals in accordance with the preceding paragraph following the termination date. The State will continue to fund benefit payments and agrees to instruct its bank to continue to make funds available until all outstanding benefit payments have been funded, or until such time as is mutually agreed upon by the State and the Offeror.

Upon ninety-day notice of termination of the contract, the offeror will release to the State or to a successor administrator, all relevant claim data, records and files in the offeror's possession. This information must be released within thirty days

following the ninety-day notice of the termination date (sixty days prior to termination of the contract). This data will be passed, at no additional charge, in a standard file format that is readable and sortable by the state, with a working index file for each year, or as appropriate for continuity of business operations. An alternative format may be mutually agreed upon by both parties.

### **Exit Services Period**

Prior to the termination of the contract, the State and the Offeror will engage in exit planning for the Exit Services Period to facilitate an orderly transition of service and to minimize any disruption or deterioration of service. The exit services period begins under the following circumstances, and will last six months, unless extended by mutual agreement of both parties:

1. *Expiration.* When the contract is due to expire and the State does not intend to extend the term of the contract, the State may initiate the exit services period by providing written notice within six months of the end of the contract term.
2. *Termination.* If one party serves notice to terminate the contract, the exit services period begins on the date written notice is served, or six months prior to the date of termination.
3. *Scope Change.* If the parties amend the contract to remove any services from the scope of work, the exit services period begins the date the amendment is executed.

### **Exit Planning**

Within ten business days of the beginning of the Exit Services Period, the State and the Offeror shall allocate (and notify the other party) its nominees for the Exit Management Team. The Offeror shall develop an exit plan to enable the State and Offeror to transition services without any additional costs.

The Exit Plan shall include:

1. a list and timetable of activities for the Offeror and Client to undertake during the Exit Services Period in sufficient detail to allow each party to comply with those requirements;
2. the activities to be performed by Client;
3. the activities to be performed by a successor provider, where applicable;
4. a clear statement of the strategy, management processes and controls to be used by the Offeror in the implementation of the Exit Plan, including the key roles, personnel and responsibilities of the Offeror's exit management team;
5. documentation of the relevant operational, support and security processes, and the Offeror shall maintain such documentation in a current form for inclusion in the Exit Plan; and
6. The Offeror's then current reasonable estimate of the effort required of staff, contractors and third party resources required by the Offeror to discharge its obligations for Exit Services and an estimate of applicable charges.

Within a period of ten business days following appointment of the Exit Management Team by both parties, the Exit Management Team shall meet to discuss the Exit Plan and exit procedures.

During the Exit Services Period, each party shall provide all reasonable information and assistance necessary to conduct the exit services, as efficiently and effectively as possible.

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, **July 1, 2021 through June 30, 2024** with three (3) one-year optional renewals to be exercised at the sole discretion of the State.

The approximate contract schedule is as follows:

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

## SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

### **Deliverables and Other Expectations**

#### **Quarterly Meeting Participation**

Offeror will attend all quarterly meetings (4 annually) and present the quarterly reports. Offeror will attend one annual meeting in person, unless in-person attendance is waived by the State. Required data reports and slide presentations will be submitted no less than 10 calendar days prior to the meetings.

#### **Quarterly Strategy & Plan Review Meeting**

At the State's request, the Offeror will coordinate with the State to schedule a quarterly meeting to discuss future strategies and recommended plan updates (up to 4 annually) and review recommendations in-person.

#### **Provide Service Reports**

The Offeror's data processing system must be able to produce and provide several weekly reports and datasets in a format compatible with, but not limited to, Microsoft Excel and Access. The reports must be provided at the time the monthly invoice is submitted. The following reports will be provided:

#### **(a) Customer Service Reports**

The Offeror must provide the customer service telephone reports that specifically identify the calls received through its call center that were answered by a live person, as follows:

- Average Speed of Answer;
- Abandonment Rate; and
- First Call Resolution Rate.
- Client satisfaction survey; post call and annually.

#### **(b) Claims Reports**

The Offeror must track claims and provide a quarterly summary report that details: total policies on claim and the number of policies on claim for Bronze, Silver, Gold, Platinum, Male and Female, total claims processed, paid and denied by plan (Bronze, Silver, Gold, Platinum), total claims processed, paid and denied by service type (hospice, nursing home, facility, home health care), claims processed, paid and denied by sex (male and female), total claims Billed verse Paid by

service type (hospice, nursing home, facility, home health care), the number of claims that are appealed, and the turnaround time to process claims and appeals. Turnaround time is defined as the number of days from the day the claim is received to the day the claim is processed. The report must be sorted by the following:

- LTC option; and
- Retirement System.

Claim reports must contain, but are not limited to, the following:

- New Requests for Benefit Eligibility per Service Type;
- Claims Approved or Denied;
- Claims Processing Accuracy;
- Claims Status (including claims pending decision);
- Initial Care Plan Activity;
- Claims Payment Activity (including payment by age and service type);
- Claims paid in error and refunded back to the State;
- Members Approaching Maximum Benefit Limits; and
- Detailed Waiver Status Report to include Date Deductible Met and Date No Longer Receiving Services.

In addition, when a member initiates an LTC claim, the Offeror must perform an interest calculation and report to the State the inflation protection amount of increase for both the maximum daily benefit and lifetime maximums for members covered by the Gold and Platinum plans.

### **(c) Underwriting Report**

The Offeror must provide a summary report that details the total underwriting processed, the total that are appealed, and the turnaround time to process a decision for both cases. The report must contain, but is not limited to, the following:

- Underwriting Process Status;
- Application Activity – Period and Cumulative; and
- Application Decided – Aging.

### **(d) IBNR Reporting**

The Offeror must provide to the State (or to a State-designated third party) files necessary to complete the annual Incurred But Not Reported (IBNR) report. These files may include the following data elements:

1. List of open (or pending) claims including:
  - a. Policy number
  - b. Claim number
  - c. Age at disability
  - d. Incurred date (or benefit period start date)
  - e. Issue date of policy

- f. Gender
  - g. Form (Bronze, Gold, Silver, Platinum)
  - h. Total amount of claims paid to date
  - i. Last date claim was paid
  - j. Location of care
2. Detail policy listing of in-force records (census) including:
- a. Policy number
  - b. Gender
  - c. Status (active, lapse, on claim, expired)
  - d. Date of birth
  - e. Issue age
  - f. Issue Date
  - g. Retirement date
  - h. Paid to date
  - i. Form (Bronze, Gold, Silver, Platinum)
3. Historical claims paid
- a. List of all claims paid as requested by the State with the following fields:
    - i. Policy number
    - ii. Claim number
    - iii. Seq. number
    - iv. Received date
    - v. Service from
    - vi. Service to
    - vii. Provider
    - viii. Plan
    - ix. Description
    - x. Benefit Co
    - xi. Description
    - xii. P/S Code
    - xiii. Description
    - xiv. Amount. claimed
    - xv. Amount covered
    - xvi. Amount paid
    - xvii. Check number
    - xviii. Check date
    - xix. Gender
    - xx. Diagnosis code
    - xxi. Diagnosis description
    - xxii. Payee city
    - xxiii. Payee state
  - b.

**(e) Ad-hoc Reports**

The State may request reports on an ad-hoc basis and will coordinate with the Offeror to determine the timing, format and content needed. Additional reports and requests for information or data, not included above, will be deemed additional services.



**Perform Annual Surveys**

The Offeror must develop and administer an annual satisfaction survey approved by the State. The survey results shall be disclosed within 45 calendar days of completion.

**(a) Member Satisfaction Survey**

This will be provided to the member and shall serve to measure their satisfaction with the Offeror's customer service. The survey must be specific to services provided to the member on a daily basis.

**(b) Semi-Annual Client Account Management Satisfaction Survey**

This will be provided to the DRB designated staff. This will serve to evaluate the Offeror's overall performance of the services provided as set out in this RFP. The survey must focus on the Offeror's ability to manage and perform the services set out in this RFP in a satisfactory manner.

**SEC. 3.04 PERFORMANCE STANDARDS****Service Level Agreements**

The following describes performance and objective standards expected by the Offeror. The State will entertain additional standards proposed by the Offeror. However, the State reserves the right to negotiate additional performance standards. The Offeror's ability to meet these standards must be reflected in the monthly reports. Failure to meet these standards will result in penalties of \$1,000 for each 1% deviation from monthly targeted measures, up to a maximum of 10% of monthly fees, on any of the criteria set out below.

**(a) Customer Service Objectives**

**Average Speed of Answer:** 90% of telephone calls shall be answered by a live person within 30 seconds any given month.

**First Call Resolution:** 90% of telephone calls answered shall be resolved in the first call.

**Abandonment Rate:** no more than 5% of telephone calls in any given month.

**Performance Satisfaction:** 90% of members that respond to the Member Satisfaction Survey shall be at least satisfied or better with the customer service and access to information about claims status.

**Complaints Standards:** 95% of responses shall be completed by telephone or mailed within 10 business days of receipt of the complaint.

**Receipt of Member Claims and Appeals:** 100% of claims or appeals sent with delivery confirmation (mail or fax) are deemed "received."

**Fax Availability:** Dedicated fax machines and data/phone lines must be available and sufficient to accept incoming faxes without more than 2% failure.

**(b) Claims Objectives**

**Benefit Eligibility:** 90% of all requests for eligibility determinations shall be processed within 14 calendar days of receiving the claim information.

**Claim Payments:** 90% of clean claims shall be processed within 10 business days, and 99% of clean claims within 30 calendar days.

**Overall Claim Procedural Error:** 95% of all claims will be processed accurately. Accurate processing includes payment amount, communication to the claimant or provider, data entry errors affecting current or future benefit determinations and management reports.

**Claim Payment Error:** 99% of claims dollars submitted for payment will be accurately processed and paid. The Offeror will reimburse the State for any payment error in excess of \$40 or 5% of paid charges. This does not include errors due to claimant fraud or erroneous information submitted by the claimant.

**Claim Appeal:** The offeror shall issue a letter acknowledging receipt of member appeals within 10 business days of receipt of an appeal request. Claims appeal decisions will be completed within 60 calendar days of the receipt of the requested appeal information. The Offeror will process appeals according to the AlaskaCare long term care plan booklets and shall adopt emergency appeal procedures for cases where expedited appeal review is necessary.

### (c) Underwriting Objectives

**Medical Underwriting:** 90% of all requests for underwriting determinations shall be processed within 10 business days of receipt the information.

**Underwriting Appeal:** A letter to acknowledge an appeal shall be sent within 10 business days of receipt of an appeal request. Underwriting appeal decisions will be completed within 60 calendars days of the receipt of the requested appeal information.

### Account Management

Offeror will put 5% of their administrative fees at risk to guarantee that each account team member will individually achieve a minimum average rating, across all responses, of "satisfied" or greater in the Semi-Annual Client Account Management Satisfaction Survey.

The failure of any Account Team member to meet a minimum average score of "Satisfied" triggers the penalty. Performance reviews will be conducted at mid-year and year-end. Penalties will be assessed on year-end survey scores. The State may request replacement of Account Executive/Manager if performance falls beneath acceptable standards for two consecutive evaluation periods.

### Priority Issue Resolution

The Offeror will guarantee that their account management team will expedite work to resolve Priority Issues identified in writing by the State. The State may identify up to three separate issues to be identified at any time. The issues will be identified by the State in writing and communicated to the Offeror via email.

The Offeror will place an annual combined total of 6% of their total combined annual administrative fees at risk for this guarantee. Each Priority Issue will have a 2% penalty associated with it. A maximum of up to three (3) issues may be penalized during a plan year.

The Offeror will maintain an Operations Log documenting ongoing account management efforts throughout the contract period. Priority Issues will be added to the Operations Log and issues will be tracked through completion. Upon resolution of Priority Issues, the Offeror's account team will submit an Incident Report documenting: 1) the chronological sequence of events related to the issue from initial onset to resolution including ongoing monitoring and follow-up efforts, 2) the size and scope of the issue regarding financial, claim and member impacts, 3) the cause of the issue, 4) actions taken to correct the issue, 5) actions taken to prevent future occurrences including but not limited to

staff training, process improvement and plan coding, and 6) move the issue from the working tab to the closed issue tab of the Operations Log.

AlaskaCare client-specific issues must be resolved within 90-days of the date of the written notification email. A penalty is due if an issue is not resolved within the initial 90-days and for each additional 90-days that the issue remains unresolved.

Priority Issues involving the Offerors book of business must be resolved with 150-days of the date of the written notification email. A penalty is due if an issue is not resolved within the initial 150-days and for each additional 150-days that the issue remains unresolved.

The 90-day or 150-day resolution requirement may cross plan years without interruption. The penalty is attributable to the plan year when the 90<sup>th</sup> or 150<sup>th</sup> day resolution period ends without the issue being resolved.

### SEC. 3.05 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

### SEC. 3.06 PROPOSED PAYMENT PROCEDURES

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

### SEC. 3.07 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### SEC. 3.08 LOCATION OF WORK

In light of the public health emergency caused by the COVID-19 pandemic, all work for the foreseeable future is expected to be completed remotely. Meetings and project work sessions will be held via video/teleconference.

The State **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

Alaska DRB expects the Account Director/Account Manager to be present in person or via video/tele conference, with permission from DRB, at regular quarterly meetings to be held in Juneau, AK. The meeting schedule will be determined by DRB. All other work is expected to be completed remotely.

The location(s) of any onsite work required will be at the DRB offices located at 333 Willoughby Avenue, 6<sup>th</sup> Floor State Office Building, Juneau Alaska.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **ONE** person(s) to make **ONE** trip(s) to **JUNEAU, AK**. 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.

AlaskaCare plan data will not be sent or stored off-shore.

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. 3.09 THIRD-PARTY SERVICE PROVIDERS**

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) **SOC1, SOC2, OR SOC3** report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

### **SEC. 3.10 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the State to consider their proposal non-responsive and reject it.

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

If a proposal with subcontractors is selected, the State may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

### **SEC. 3.11 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.12 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. 3.13 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. 3.14 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 or procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

### SEC. 3.15 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 or procurement officer 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. 3.16 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 procurement officer 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. 3.17 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 and provide any required remedies.

As used in this agreement, "confidential information" shall mean any and all technical and non-technical information about State, including, but not limited to data and information processed by State in connection with evaluating the services. The term shall also include all "protected health information" (as defined by 45 C.F.R. § 160.103) and any other personally identifiable information (PII) regarding any individual who is, or may become, eligible for the State's plan (including, but not limited to, such plan's long term care benefit). The recipient hereby agrees to abide by State's determination that such information is confidential information and that the same is of a special and unique nature and value, important and material, that it gravely affects the effective and successful conduct of the business and that it may include PII or other information of State or state employees and their dependents that is to be maintained as confidential.

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 required to be disclosed by a party under applicable law or pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.18 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. 3.19 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 procurement 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.

**Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$2,000,000.00 per claim/annual aggregate.

### **SEC. 3.20 TERMINATION FOR DEFAULT**

If the project director or procurement 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 in **SECTION 7. ATTACHMENTS.**

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms 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.

Unless otherwise specified in this RFP, the Submittal Forms 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 special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms 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).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form 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) Federal requirements.
- g) 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 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP including their education, experience with similar projects and clients, relevant qualifications, and backgrounds.

Offerors must provide examples of similar projects the offeror's firm has undertaken and demonstrate they have a history of successfully meeting timelines and completing deliverables within budget.

Offerors must also provide three reference names and phone numbers for similar projects the offeror's firm has completed.

If using a subcontractor, Offeror must detail the subcontractor's experience and qualifications relevant to the work called for in this RFP that they would be performing.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form must not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the purpose, scope, and requirements of the project as well as the project schedule and deliverables.

Offerors must identify potential issues, risks, or problems pertinent to the project and outline mitigation strategies.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form must not exceed the page limit (as described in Section 4.02).

**SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

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, achieve the State's objectives, and meet the State's project schedule.

Offeror must include an outline of the implementation process, including implementation milestones.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form must not exceed the page limit (as described in Section 4.02).

**SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

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

Offerors must provide a description of the organization of the project team including a personnel roster that illustrates lines of authority, designates the individuals responsible and accountable for the completion of each component and deliverable of the RFP, and identifies each person who will actually work on the contract along with their titles and location(s) where the work will be performed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form 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. 4.08 KEY PERSONNEL (SUBMITTAL FORM F)**

Offerors must provide resumes and two (2) references for the following key personnel to be assigned to the project:

- Account Manager
- Member Services Manager
- Implementation Manager

**SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

**SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)**

Offerors must complete and submit this Submittal Form. Proposed costs must include 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. The costs identified on the cost proposal are the total amount of costs to be paid by the State. No additional charges shall be allowed.

## 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. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the Submittal Forms B, C, D, and E based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores for Submittal Forms B, C, D, and E.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer may shortlist the proposals, and the State will conduct interviews with the top rated offerors as set out in Section 5.16.
- 8) The PEC will evaluate and score the interviews and Submittal Form F and submit their scores to the procurement officer.
- 9) The PEC will have a meeting, chaired by the procurement officer, where the PEC will have a group discussion prior to finalizing interview scores.
- 10) The procurement officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 11) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 12) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 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

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	110
Understanding of the Project	(Submittal Form C)	90
Methodology Used for the Project	(Submittal Form D)	90
Management Plan for the Project	(Submittal Form E)	90

**ALASKACARE LONG TERM CARE SERVICES**

Key Personnel	(Submittal Form F/Interview)	120
	Total	500

<b>Cost Criteria</b>		<b>Weight</b>
Cost Proposal	(Submittal Form H)	400
	Total	400

<b>Preference Criteria</b>		<b>Weight</b>
Alaska Offeror Preference (if applicable)		100
	Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.08 and assign a single score for each section. Offerors' 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:

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

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

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

**Offeror 2** was awarded 50 points:

$$\text{Offeror Total Score (20)}$$

\_\_\_\_\_ x Max Points (100) = Points Awarded (50)  
Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (100)  
Highest Total Score Possible (40)

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Do the individuals assigned to the project have qualifications and backgrounds that would be desirable for individuals engaged in the work the project requires?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 4) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 5) How successful is the general history of the firm regarding timely and successful completion of projects?
- 6) Has the firm provided reference information from previous clients?
- 7) 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 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 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?
- 5) To what extent has the offeror identified potential problems or risks and detailed mitigation strategies?

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 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 and implementation overview interface with the time schedule in the RFP?

- 4) Are the implementation milestones comprehensive and sufficient?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

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

## SEC. 5.08 KEY PERSONNEL & INTERVIEW

Submittal Form F will be evaluated against the following questions:

- 1) Do the individuals assigned to the project have experience providing similar services?
- 2) Have two complete and applicable references been provided for each key role?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 4) How extensive is the applicable education and experience of the personnel designated to work on the project?

The Key Personnel interview will be evaluated on how well the interview reflects their experience, knowledge and understanding of the scope of work, obstacles and challenges, and their plan and approach. (See RFP section 5.16).

## SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

### 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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

### **Offeror #1 receives 400 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, 400 points.

### **Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

### **Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

## **SEC. 5.10 APPLICATION OF PREFERENCES**

Certain preferences apply to all State contracts, 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. 5.11 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 Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

### **SEC. 5.12 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other State agencies, other government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

### **SEC. 5.13 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, 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, which will be added to the offeror’s overall evaluation score.

#### **Example:**

##### **Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference



**Step 2**

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

**SEC. 5.14 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

**SEC. 5.15 SHORTLISTING**

After proposals have been prioritized, the State may shortlist and interview the top 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 PEC.

**SEC. 5.16 INTERVIEWS OF KEY PERSONNEL**

The shortlisted offeror(s) based on the RFP proposal evaluation (See Section 5.02) will be invited to participate in individual interviews and a system demonstration.

Offerors must be available for interviews and system demonstration on dates listed in Section 1.11, RFP Schedule.

As part of this portion of the process, the State will conduct videoconference interviews with the key personnel from each of the shortlisted offerors, as identified below (the State reserves the right to request additional personnel):

- 1) ACCOUNT MANAGER**
- 2) MEMBER SERVICES MANAGER**
- 3) IMPLEMENTATION PROJECT MANAGER**

The individuals that will be interviewed must be the same individuals that are identified in Submittal Forms A and F of the offeror's proposal. No other individuals (from the offeror's organization) will be allowed to sit in or participate during the interview session. Failure of any individual to attend the interview will reduce the offeror's score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 60 minutes. Interviewees may not use notes, presentation materials, or handouts. The State will interview individuals as a team. Interviewees will be prohibited from making any reference to their proposed cost/fees. Interviewees will 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 PEC will score each interview individually and may have a group discussion prior to finalizing scores.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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 Preference 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** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

### SEC. 6.03 STANDARD CONTRACT PROVISIONS AND BAA/HIPAA REQUIREMENTS

The contractor will be required to sign the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) and the Non-Disclosure/BAA Agreement. 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 non-compliant 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 set out in the offeror's proposal in a separate document. Please include the following information with any change 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. 6.04 QUALIFIED OFFERORS**

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided;  
or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

## **SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.06 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. 6.07 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: <https://www.state.gov/trafficking-in-persons-report/>

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

## **SEC. 6.08 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. 6.09 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. 6.10 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. 6.11 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. 6.12 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. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING**

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

## **SEC. 6.16 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. 6.17 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. 6.18 DISCUSSIONS WITH OFFERORS**

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

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

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

## **SEC. 6.19 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 via video/teleconference.

## **SEC. 6.20 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. 6.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.22 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."



## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form
- 3) Appendix A
- 4) Appendix B
- 5) Notice of Intent to Award

**Attached Separately from RFP:**

- 6) Attachment 6 – Non-Disclosure/BAA Agreement
- 7) Submittal Forms A through G
- 8) Submittal Form H Cost Sheet

## ATTACHMENT 1: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: \_\_\_\_\_

**2021-0200-4777**

### EVALUATION CRITERIA AND SCORING

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

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.08 and assign a single score for each section. Offerors' 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.

#### 5.04 Experience & Qualifications

**Maximum Point Value for this Section - 110 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) Do the individuals assigned to the project have qualifications and 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?
- d) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- e) How successful is the general history of the firm regarding timely and successful completion of projects?
- f) Has the firm provided letters of reference from previous clients?
- g) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

### **5.05 Understanding of the Project**

**Maximum Point Value for this Section – 90 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?
- 5) To what extent has the offeror identified potential problems or risks and detailed mitigation strategies?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.05:** \_\_\_\_\_

### **5.06 Methodology for the Project**

**Maximum Point Value for this Section - 90 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 and implementation overview interface with the time schedule in the RFP?
- 4) Are the implementation milestones comprehensive and sufficient?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.06:** \_\_\_\_\_

**5.07 Management Plan for the Project****Maximum Point Value for this Section - 90 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) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 3) Does it appear that the offeror can meet the schedule set out in the RFP?
- 4) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 5) To what degree is the proposal practical and feasible?
- 6) How well is accountability completely and clearly defined?
- 7) Is the organization of the project team clear?
- 8) How well does the management plan illustrate the lines of authority and communication?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.07:** \_\_\_\_\_

**KEY PERSONNEL****Maximum Point Value for this Section - 120 Points**

Submittal Form F will be evaluated against the following questions:

- 1) Do the individuals assigned to the project have experience providing similar services?
- 2) Have two complete and applicable references been provided for each key role?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 4) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

The Key Personnel interview will be evaluated on how well the interview reflects their experience, knowledge and understanding of the scope of work, obstacles and challenges, and their plan and approach. (See RFP section 5.16).

NOTES:

EVALUATOR'S POINT TOTAL FOR KEY PERSONNEL: \_\_\_\_\_

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: \_\_\_\_\_

### **5.09 Contract Cost — 40 PERCENT**

#### **Maximum Point Value for this Section — 400 Points**

Overall, a minimum of **40** percent 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 5.10**.

#### **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 5.09**.

### **5.12 Alaska Offeror Preference**

#### **Point Value for this Section — 100 Points**

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

## ATTACHMENT 2: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

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

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

# ATTACHMENT 3: Appendix A

## APPENDIX A GENERAL PROVISIONS

### Article 1. Definitions.

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

### Article 2. Inspections and Reports.

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

### Article 3. Disputes.

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

### Article 4. Equal Employment Opportunity.

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

### Article 5. Termination.

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

### Article 6. No Assignment or Delegation.

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

### Article 7. No Additional Work or Material.

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

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

**Article 11. Governing Law; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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



## ATTACHMENT 4: APPENDIX B

### APPENDIX B INDEMNITY AND INSURANCE

#### Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

#### Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a 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.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$2,000,000.00 per claim /annual aggregate.

# ATTACHMENT 5: NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration  
 Division of General Services  
 Seventh Floor - State Office Bldg.  
 333 Willoughby Street  
 P.O. Box 110210  
 Juneau, Alaska 99811-0210

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP OPENING DATE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the State's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:** @ -- MOST ADVANTAGEOUS  
 Y -- RESPONSIVE PROPOSAL  
 N -- NON-RESPONSIVE PROPOSAL

**SUMMARY**