



Procurement & Contract Services Request for Proposals No. 24P0027MV

University of Alaska (UA) Wellness Program

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide the UA System with Wellness Program Services as specified herein.

<p align="center"><u>DELIVERY OF PROPOSALS</u> UA Procurement & Contract Services Via the BONFIRE Portal Per instructions in Section IV, A https://ua.bonfirehub.com/opportunities</p>	<p align="center"><u>SUBMITTAL DEADLINE</u> Proposals <u>must</u> be received no later than: February 9, 2024 5:00 PM Alaska Daylight Time (AKDT)</p>
<p align="center"><u>DEADLINE FOR SUBMISSION OF QUESTIONS:</u> January 24, 2024</p>	<p align="center"><u>RFP ISSUE DATE:</u> January 12, 2024</p>

NOTE: Faxed submittals, or those submitted by any means other than described herein, **will not be accepted**, and will be rejected as non-responsive.

NOTICE TO OFFERORS

POINT OF CONTACT FOR RFP INQUIRIES:

Marina Vitt
 Contracting Officer
 Email: mivitt@alaska.edu
 Telephone: (907) 786-6507

The person listed above is the only point of contact for any inquiries regarding any aspect of this RFP or its requirements. Offerors who seek or receive information regarding this solicitation from any other University official may be declared non-responsive and removed from further consideration.

AVAILABILITY OF FUNDING

Any contract resulting from this solicitation will only be issued subject to the availability of funding. The funding source allows or does not allow application of Alaska preference laws.

PROCUREMENT OFFICER

DocuSigned by:

Marina Vitt

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Marina Vitt
 Contracting Officer
 UA Procurement & Contract Services

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



University of Alaska (UA) Wellness Program

TABLE OF CONTENTS

	<u>page</u>
Cover Page	1
Table of Contents	2-3
I INTRODUCTION & RFP INFORMATION	
A. Purpose of Solicitation.....	4
B. Anticipated Schedule for Contract Award.....	4
C. General Information	4-5
D. Proposal Submission.....	5
E. Basis of Award-Best Value	5
F. Period of Performance	5
G. Inquiries/Questions	5
H. Period for Acceptance of Proposals.....	6
I. Pre-Proposal Conference	6
J. Clarifications and Discussions.....	6
K. Contract Type	6-7
L. Contract Contents	7
M. Payments.....	7
N. Contract Administrator	7
O. Confidentiality	7-8
P. Pricing.....	8
Q. Payments.....	8
R. Subcontracting / Approval of Contractor Personnel.....	8
S. Descriptive Literature	8
T. Alaska Business License	8
II INSTRUCTIONS TO OFFERORS	
1. General Requirements	9
2. Pre-Proposal Conference	9
3. Modification or Withdrawal of Proposals	9
4. Questions and Explanations Regarding the RFP or Proposals	9-10
5. Errors and Ambiguities.....	10
6. Anticompetitive Practices.....	10
7. Subcontracting	10
8. Solicitation and Responsiveness of Offerors	10
9. Selection for Award or Rejection of Proposals	11
10. Responsible Prospective Contractors	11
11. Certified Cost or Pricing Data	12
12. Public Information.....	12
13. Notice of Intent to Award.....	12
14. Protest.....	12-13
15. Authority.....	13
16. No Bid/Proposal Response	13
17. Discounts for Prompt Payment.....	13
18. Alaska Business License	13
19. Alaska Bidder Preference	14

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



20. Additional Bidder Preference Entitlement.....14-15

III PROPOSAL EVALUATION AND AWARD

A. Preliminary Administrative Evaluation 16
 B. Technical Evaluation16-17
 C. Scoring Methodology17-18
 D. Best and Final Offers..... 18

IV REQUIRED SUBMITTAL METHOD AND PROPOSAL SUBMITTALS

A. Required Submittal Method..... 19
 B. Checklist of Required Submittals19-20
 C. Proposal Transmittal Form 21
 D. Rate Response Form.....22-27
 E. Statement of Compliance Form 28
 F. Representations, Certifications & Statements of Offerors.....29-37

V UNIVERSITY OF ALASKA BACKGROUND

A. University of Alaska Organization 38
 B. University of Alaska Employee Groups38-39
 C. University of Alaska Employee Benefits Information 39

VI STATEMENT OF SERVICES AND REQUIREMENTS

A. Scope 40
 B. Current Wellness Program.....40
 C. Wellness Program Components..... 41
 D. Wellness Program Requirements List41-43
 E. Management Reports..... 43
 F. Wellness Program Questionnaire.....44-51

VII SAMPLE CONTRACT AWARD FORM AND GENERAL PROVISIONS

A. Sample Contract Award Form 52
 B. Sample Professional Services Contract General Provisions.....53-60

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



I. Introduction & RFP Information

A. Purpose of Solicitation

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide the UA System with a comprehensive range of administrative and customer services for a Wellness Program for all benefit-eligible employees and their eligible dependents throughout the State of Alaska as specified herein.

UA currently provides medical, dental, and pharmacy benefit health coverage services through self-funded arrangements with its vendors.

Offerors may partner, collaborate or subcontract with an Alaska-based company to manage and operate on-site programs and other activities in the State. Any partnership, collaboration or subcontractor relationship shall be comprehensively described in the proposal to include the nature of the relationship, responsibilities of each party, an implementation schedule, and performance guarantees. Please see the Representations, Certifications and Statements of Bidders/Offerors form for more information. There will be a single contract issued to a prime contractor, not multiple contracts. All Offerors submitting proposals are responsible for examining the entire RFP and any supplemental documents. Failure to do so shall be at the Offeror's risk.

Offerors may request an editable version of this RFP (in MS Word format) to facilitate preparation of a proposal. The solicitation is provided in such a format only to assist Offerors to more easily prepare a response to the RFP. The Offeror may not add, delete, or alter any language in this solicitation. In the event that there is any difference between the language contained in the MS Word version of the solicitation and the Adobe PDF version accessed on the BONFIRE portal, the version in the portal shall prevail.

(Note: The terms offeror(s), vendor(s), and contractor(s) are used interchangeably throughout this solicitation.)

B. Anticipated Schedule for Contract Award

This schedule is presented as a rough guideline of the project for informational purposes only. Although it is based upon the best information currently available, UA makes no claims or guarantees as to its accuracy.

Issue Date of RFP	January 12, 2024
Deadline for Submission of Questions.....	January 24, 2024
Proposal Submittal Deadline.....	February 9, 2024
Notice of Intent to Award	February 28, 2024
Contract Award.....	March 8, 2024

C. General Information

Offerors must follow all instructions contained in the **Instructions to Offerors**.

To be considered, an Offeror must submit the required information and meet the minimum qualifications outlined herein. Proposals **must** be received by UA Procurement & Contract Services via the BONFIRE portal by the date and time specified on the RFP Cover Page, or as subsequently amended.

As stated in the Instructions to Offerors, any deviations in a proposal from the requirements of this RFP must be fully disclosed in detail on the **Statement of Compliance Form** and submitted with the proposal. Failure by an Offeror to disclose all such information as required may result in that proposal being declared non-responsive and disqualified from further consideration.

In addition to meeting the requirements for technical responsiveness, which include compliance with all RFP requirements, a proposal may not be contingent upon, or subject to, any other contract or agreement,

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



unless required by law, whose terms and conditions may be in conflict with the terms and conditions of the RFP, or whose terms and conditions purport to govern or supersede those of the RFP. Unless specifically allowed, UA will not accept multiple or alternate offers or offers conditioned or contingent upon receiving award of all or a portion of this and/or another contract award. Offers in conflict with the intent of this paragraph will be rejected as non-responsive.

It is UA's intent to evaluate proposals and, if it deems necessary, to schedule oral presentations. Evaluations are expected to be completed soon after the submittal deadline.

This is only a Request for Proposals and is not an offer or order to perform services, and is not a commitment on the part of UA to award a contract.

D. Proposal Submission

Proposals **shall not** be ACCEPTED by fax transmission, *or by any means other than as electronic files submitted via the BONFIRE portal before the Submittal Deadline listed on the RFP Cover Page.*

UA reserves the right to reject any or all proposals.

Proposals submitted must arrive so the receipt date of the email is prior to the Submittal Deadline. It is the Offeror's responsibility to ensure that its proposal has arrived on time. Proposals which are late for any reason shall be rejected.

E. Basis of Award-Best Value

Award will be made to the responsive, responsible Offeror whose proposal is found to be the best value to the University, price and technical factors considered.

The University reserves the right to make award to other than the Offeror proposing the lowest price without conducting negotiations. Likewise, the proposal with the top technical ranking may not necessarily receive the award. Proposals that are unrealistic in terms of program commitments, price, or reflect an inherent lack of comprehension of the complexity and risks of the proposed contractual requirements may be rejected.

The University intends to evaluate proposals and make award without discussions with Offerors. However, the University reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Proposals shall be subjected to an evaluation process consisting of a preliminary evaluation of administrative compliance followed by a technical evaluation of proposal content. The administrative evaluation will be performed by UA Procurement & Contract Services. The technical evaluation will be performed by a committee of qualified UA personnel.

F. Period of Performance

The Contract awarded as a result of this solicitation shall be from the date of award for a period of one (1) year, with provision of Wellness Program services to all benefit-eligible employees and their eligible dependents beginning approximately July 1, 2024. The successful Offeror must provide start-up and implementation services for the contract from the time of contract award (no later than April 2024) until the services take effect on July 1, 2024.

The University reserves the right to renew the contract for up to four (4) additional one - year periods, potentially extending the contract through June 30, 2029. Renewals shall be contingent upon satisfactory performance, availability of funding, and the University continued need of the services under contract.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



G. Inquiries/Questions Received Prior to the Deadline for Receipt of Proposals

All questions concerning this RFP shall be addressed by email or submitted via the BONFIRE portal to:

Marina Vitt
Contracting Officer
UA Procurement & Contract Services

who is the single point of contact for any inquiries regarding this RFP. Offerors' questions and any UA responses will become public records.

Generally, there are two types of questions that arise. The first type typically requires directing the questioner to the specific section of the RFP where the answer may be found. At UA's option, response to this type of question may be given by email over the telephone; such questions and answers are unofficial and in no case shall an oral response to a question affect any aspect of the RFP process.

The second type of question involves clarifying or interpreting parts of the RFP or the intent of the RFP. While UA has no obligation to respond to such questions, this type of question, and any response, will be made in writing. Any written responses conveying material information will be provided to all recipients of the original solicitation. If any oral responses are given, or claimed to have been given, no person may rely upon them and they will not affect any aspect of this RFP process. Offerors who seek or receive information regarding this solicitation from any UA or other University of Alaska official other than the individual listed above may be declared non-responsive and removed from further consideration.

Note: Prospective Offerors are encouraged to submit questions or requests for clarification.

H. Period for Acceptance of Proposals

Except as otherwise specified in this solicitation, all proposals shall remain valid for a minimum of one hundred twenty (120) days after the Submittal Deadline listed on the RFP Cover Page.

I. Pre-Proposal Conference

No pre-proposal conference is currently scheduled. However, if UA determines that it would be in its best interest, one may be scheduled at a later date and notice will be given to all interested parties.

J. Clarifications and Discussions

Proposals will be reviewed by an evaluation committee in accordance with the criteria and methodology described in the Proposal Evaluation and Award section of this RFP. During the review process, UA reserves the right, where it may serve its best interests, to request additional information or clarifications from Offerors and, if it deems additional discussions or information to be useful and/or necessary to the fair and complete evaluation of a proposal, to allow corrections of errors or omissions. At the discretion of the evaluation committee and the responsible Procurement Officer, Offerors may be requested to make oral presentations or Best and Final Offers.

UA reserves the right to make award of a contract without conducting negotiations or discussions with Offerors. However, it reserves the right to conduct discussions with Offerors if the Procurement Officer determines that they may be useful and that they will produce the best outcome for UA.

K. Contract Type

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Any contract awarded as a result of this solicitation will be a firm-fixed-price professional services contract and shall include all costs associated with providing the services described in this solicitation. The commitment is one (1) base year with options to extend annually up to a maximum five (5) year commitment.

Offeror's rates shall be fixed for the first three (3) years of the contract term, at a minimum. The University of Alaska encourages longer term (more than three (3) years) price offers.

L. Contract Contents

The contents of this RFP and the contents of any proposal subsequently selected for award of a contract may be incorporated, either directly or by selective reference, into a contract issued by UA, unless terms, conditions, or sample documents provided by the Offeror are excluded as contrary to the best interests of UA.

M. Negotiation of Contract Rate Changes

The rates proposed by the successful Offeror to this solicitation shall be guaranteed for a **minimum of the first three (3) years** of a possible five (5) year contract period (through June 30, 2027 or three (3) years from the effective date of the contract).

Written notice shall be submitted to the Contracting Officer at least one hundred twenty (120) days in advance of a contemplated rate change effective date and any rate changes are subject to negotiations. Substantiating documentation (including rate calculation methodology) must be submitted to support any proposed rate increase, and the following conditions must be met:

1. The Contractor provides verifiable data showing that its costs of providing services have changed.
2. The Contractor can demonstrate that customers similar to the University of Alaska have been required to absorb similar rate increases.
3. The rate increase is requested, and all supporting documentation is provided, no later than one hundred twenty (120) days before the end of the current contract period (i.e., before April 1 of the applicable year).

Unless otherwise requested or approved by the University of Alaska, the Contractor's rates and administrative fees shall not be increased more frequently than once each year, following the initial three-year period, on the anniversary date of the contract, if applicable.

Offerors are encouraged to make price offers for services beyond the initial three – years within the anticipated five (5) year contract period. Offerors are encouraged to extend past the three-year period and provide rates for a five-year period as part of the pricing, however only three years will be evaluated for price comparison.

N. Contract Administrator

The Contract Administrators of any contract awarded as a result of this solicitation will be Director of Benefits, University of Alaska System, or designee.

O. Confidentiality

All Offerors responding to this RFP are required to keep all data strictly confidential in compliance with all FERPA, HIPAA, and State of Alaska laws and regulations. Failure to comply with this requirement may result in elimination of that Offeror's proposal and possible litigation. Offerors shall familiarize its staff

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



with, and comply with, all federal and state regulations that pertain to services provided under a contract resulting from this solicitation.

P. Pricing

All prices offered shall be in U.S. Dollars. Prices submitted on the Rate Response Form must include all costs associated with providing the services specified in the RFP.

Q. Payments

UA requires payment terms of Net 30 Days on its contracts. UA may consider different payment terms if requested, but UA does not guarantee, nor does it have any obligation to do so.

R. Subcontracting / Approval of Contractor Personnel

Offerors may use subcontractors to provide services required for contracts awarded as a result of this solicitation. UA reserves the right to approve all subcontractors employed in the performance of the contract(s). All subcontractors and their employees shall be held to, and must meet the same standards and requirements of the Contractor and the contract specification. If subcontractors are proposed, the Offeror shall provide the subcontractor's qualifications for evaluation as part of the proposal.

The University of Alaska reserves the right to approve or reject any Contractor personnel in the performance of any contract(s) issued as a result of this solicitation without prejudice.

S. Descriptive Literature

It is recommended that all offers be accompanied by descriptive literature which details the services offered sufficiently to ensure compliance with the specifications outlined herein. Failure to supply this documentation may cause the offer to be declared non-responsive.

T. Alaska Business License

1. The Offeror shall have a valid Alaska business license at the time a contract is awarded.
2. To qualify as an Alaska bidder under AS 36.30.321, an Offeror shall have a valid Alaska business license at the time designated in the RFP as the Submittal Deadline for proposals.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



II. Instructions to Offerors

1. General Requirements

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the STATEMENT OF COMPLIANCE FORM of the RFP, which must be submitted with the proposal. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

- a. Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not delivered to the University of Alaska proposal depository office at or before the time specified herein as the deadline for receipt of proposals.
- b. Proposal submittals must show full firm name and address of the offeror.
- c. All material submitted as part of a proposal will become the property of the University for use at its discretion.
- d. Authorized signatures are required. Proposals must be signed by an individual authorized to bind the offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.
- e. Photographs may be included with the proposal as appropriate or as desired by the offeror. There is no guarantee that photographs will be returned to offeror.
- f. The PROPOSAL TRANSMITTAL FORM from this RFP shall be submitted as the cover sheet of each proposal.

2. Pre-proposal Conference

A pre-proposal conference, if required, will be held at the time and place specified on the RFP Cover Page for purposes of detailed discussion of this RFP and clarification of requirements for the benefit of interested parties. Prospective offerors who wish to participate by teleconference instead of in person should make arrangements with UA Procurement & Contract Services by telephoning the number shown on the Cover Page. All prospective offerors are encouraged to attend or otherwise participate in this conference, if such a conference is held.

3. Modification or Withdrawal of Proposals

Modifications to or withdrawal of proposals may be allowed only if received prior to the deadline for receipt of proposals. No changes to or withdrawals of proposals will be permitted after the time for receipt of proposals specified in the solicitation.

4. Questions and Explanations Regarding the RFP or Proposals

- a. Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.
- b. Written questions must be submitted to the University of Alaska at the address shown for inquiries on the RFP Cover Page. Alternatively, questions may be telefaxed to the University of Alaska at the telefax number shown on the Cover Page. All inquiries must include the RFP number.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



c. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors.

5. Errors and Ambiguities

a. Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in this RFP should be reported in writing to the University of Alaska address for inquiries shown on the RFP Cover Page prior to the Pre-proposal Conference and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

b. Clarifications shall be by written notice sent to all known recipients of the RFP. To the extent practicable, the University shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendments to the solicitation. If an offeror fails to notify the University prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

6. Anticompetitive Practices

Offerors certify by submittal of their proposal that prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices include, but are not limited to, rejection of the proposal, suspension, debarment, civil and/or criminal prosecution.

7. Subcontracting

If subcontracting is not prohibited by the solicitation, an apparent successful Offeror shall submit a list of the subcontractors it proposes to use in the performance of the contract within five (5) working days after receipt of a request from the University. The list must include the name and location of the place of business and a description of the portion of the contract to be subcontracted applicable to each subcontractor. Use of subcontractors in the performance of the contract is subject to University consent, and the University requires that subcontractors meet its criteria for responsible prospective contractors specified in these INSTRUCTIONS TO OFFERORS. The University may require replacement of any subcontractor which it determines not to be a responsible subcontractor.

8. Solicitation and Responsiveness of Offerors

a. The solicitation requirements have been established to obtain full and accurate representation of Offeror responsiveness and responsibility which will enable the University to evaluate proposals and award contracts for providing the services requested. The University of Alaska in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

b. All responses to this RFP shall be subject to verification by the University. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation may result in rejection of the proposal.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



9. Selection for Award or Rejection of Proposals

- a. Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.
- b. The University will award a contract resulting from this solicitation to the responsible Offeror whose proposal, conforming to the solicitation, will be most advantageous to the University, cost or price and other factors, specified elsewhere in this solicitation considered.
- c. The University may (1) reject any or all proposals if such action is in the University's interest, (2) accept other than the lowest proposal, and (3) waive informalities and minor irregularities in proposals received.
- d. The University may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.
- e. Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.
- f. This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.
- g. Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful offeror(s) will be required to execute such a written contract and comply with its terms.

10. Responsible Prospective Contractors

- a. Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment O) prescribe that University contracts shall be awarded only to prospective Contractors who are determined to be responsible. After determination of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective Contractor relating to a determination of responsibility.
- b. Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.
- c. In order to determine responsibility of a prospective contractor, the University may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.
- d. To be determined responsible, a prospective Contractor must:
 - (1) have adequate financial resources to perform the contract or the ability to obtain them;
 - (2) be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
 - (3) have a satisfactory performance record;
 - (4) have a satisfactory record of integrity, and business ethics;
 - (5) have the necessary organization personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - (6) have the necessary equipment and facilities or the ability to obtain them; and
 - (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- e. A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective Contractor.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



11. Certified Cost or Pricing Data

A prospective Contractor may be required to certify (in accordance with the Truth in Negotiations Act (P.L. 87-653) as implemented by FAR 15.802) that any cost or pricing data submitted were accurate, complete and current as of the date of final agreement on price. The executed certification must be presented to the Procurement Officer after negotiations are concluded and before award can be made. Following is the text of the certification that shall be used if called for by the Procurement Officer:

"CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Procurement Officer, or to the Procurement Officer's representative, in support of solicitation number _____ are accurate, complete, and current as of _____ (date). This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the University that are part of the proposal."

12. Public Information

All submitted proposals and proposal information will be considered confidential until Notice of Intent to Award is issued. After the Notice of Intent to Award is issued, proposals will become public information. Properly marked proprietary information supplied by an Offeror in response to an inquiry by the University relating to responsibility will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel/personal information, etc.

13. Notice of Intent to Award

Unless the contract is excepted from this requirement by AS 36.30, at least ten (10) days prior to formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror(s).

14. Protest

a. Protest of Solicitation: An interested party may protest the specifications and/or terms and conditions of this RFP provided that such protest is submitted to UA Procurement & Contract Services, at the address listed on the RFP Cover Page, not later than the close of business three (3) working days prior to the closing date listed herein, or listed in any subsequent Amendments to the RFP. A protest of the specifications and/or terms and conditions of this RFP which is not filed 3 working days prior to the closing date shall be rejected as untimely.

b. Protest of Award: An interested party may protest an award under this RFP to the Procurement Officer provided that such protest is submitted to UA Procurement & Contract Services at the address listed on the RFP Cover Page not later than ten (10) days after issuance of the Notice of Intent to Award. A protest of an award of a contract resulting from this RFP not filed within 10 days after issuance of the Notice of Intent to Award shall be rejected as untimely.

c. A protest must be filed in writing and must include the following information

- i. The name, address and telephone number of the protester.
- ii. The signature of the protester, or the protester's representative.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



- iii. Identification of the contracting agency and the solicitation at issue.
- iv. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- v. The form of relief requested.

d. UA does not guarantee that a protest of a solicitation will result in an amendment to the terms and conditions, or postponement of the closing deadline. Nor does it guarantee postponement of award of a contract resulting from this RFP. Such action shall be taken only if the responsible Procurement Officer determines in writing that the protest has merit, is likely to be upheld, and that amendment, postponement, or other action is not contrary to UA's best interests. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the UA Procurement Policy & Due Process Officer not later than ten (10) days after the decision is received by the protester. The decision of the UA Procurement Policy & Due Process Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

15. Authority

The University procurement official whose name appears on the cover sheet of this solicitation has authority to act as agent for the University of Alaska. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the University.

16. No Bid/Proposal Response

If no proposal is to be submitted, the face page of this solicitation should be returned to the issuing office marked "NO BID". Failure to submit a proposal or respond may be cause for removal of your firm from the mailing list on future solicitations for similar products or services.

17. Discounts for Prompt Payment

- a. Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.
- b. Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

18. Alaska Business License

The Offeror shall have a valid Alaska business license at the time the contract is awarded. To qualify as an Alaska bidder under AS 36.30.321, and Offeror shall have a valid Alaska business license at the time designated, in the RFP, as the deadline for submitting proposals. Acceptable evidence that the Offeror possesses a valid Alaska business license may include any one of the following:

- a. Certification in the proposal that the Offeror has a valid Alaska business license and has written the license number in the space provided on the solicitation.
- b. Copy of the Alaska business license.
- c. A canceled check that demonstrates payment for the Alaska business license fee.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



- d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- e. A sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

19. Alaska Bidder Preference

In accordance with UA Procurement Policy 6.23(c)(1), the procurement officer shall award a contract based on solicited offers to the responsive and responsible Offeror either earning the greatest number of evaluation points, or providing the best value, after an Alaska bidder preference of five percent (5%) has been applied to the price offer of each qualified Alaska Offeror.

An "Alaska Bidder" is a person who:

- (1) holds a current Alaska business license;
- (2) submits an offer for goods, services, or construction under the name appearing on the person's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror or employee of the offeror for a period of six months immediately preceding the date of the offer;
- (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 or is a partnership, and all partners are residents of the state of the state;
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this provision.

20. Additional Bidder Preference Entitlement

In accordance with AS 36.30.321(a) through (g), preference may be applied to an offer submitted by any qualified state certified employment program, person with disability, and/or employer whose employees include fifty percent (50%), or more, persons with a disability.

- a. In accordance with AS 36.30.321(b) and (e), a fifteen percent (15%) preference may be applied to offers received from any qualified Alaskan bidder who qualifies as a state certified employment program.
- b. In accordance with AS 36.30.321(d) and (e), a ten percent (10%) preference may be applied to offers received from any qualified Alaska bidder who qualifies as:
 - 1. A sole proprietorship owned by a person with a disability;
 - 2. A partnership, if each of the partners is a person with a disability; or
 - 3. A corporation that is wholly owned by individuals and each of the individuals is a person with a disability.
- c. Preference under this section may be claimed only by qualified Offerors who, at the closing time for receipt of proposals stipulated herein, are on the 2014 Approved List for Procurement Preference of qualified employment entities maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.
- d. A preference under this section is in addition to any other preference for which the Offeror qualifies, including the Alaska Bidder Preference. However, an Offeror shall not receive more than one of the disability preferences outlined in AS 36.30.321(d).
- e. If a Bidder or Offeror qualifies as an Alaska bidder and is a qualifying entity, a five percent preference shall be applied to the price in the bid or proposal. The preference may not exceed \$5,000. In this subsection,
 - (1) "Alaska veteran" means an individual who is both a resident of the state and a veteran;
 - (2) "qualifying entity" means a

PROCUREMENT & CONTRACT SERVICES Request for Proposals No. 24P0027MV



- (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;
- (3) "veteran" means an individual who
- (A) served in the
 - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) was separated from service under a condition that was not dishonorable.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



III. Proposal Evaluation and Award

All proposals shall be subjected to an evaluation process consisting of a preliminary evaluation of administrative compliance followed by a secondary, technical evaluation of proposal content. The administrative evaluation will be performed by UA Procurement & Contract Services. The technical evaluation will be performed by a committee of qualified University personnel.

The University will award contract(s) Offeror(s) who, in the sole judgment of the University, best meets the RFP requirements. The University reserves the right to clarify, negotiate, or seek additional information, on any Proposal. At any point during the procurement (solicitation phase), the University reserves the right to re-scope the project or cancel the RFP and issue a new solicitation. The University reserves the right to add/delete/modify any criteria or requirement in this RFP if the University deems it to be in their best interest.

A. Preliminary Administrative Evaluation

Prior to review by the evaluation committee, all proposals will be evaluated to determine if they are responsive to the administrative and submittal requirements of the RFP as to form, format, and substance. This administrative evaluation, performed by the responsible Procurement Officer, will determine that:

1. The proposal was received on time.
2. The proposal was submitted in the correct format(s).
3. The correct proposal forms were properly completed, signed and dated, and submitted.
4. Any other necessary forms are included.
5. All material alterations or erasures to any forms, if any, were initialed by the signer of the proposal, and noted on the RFP Statement of Compliance Form.
6. Proof of Alaska Business License, as may be required.
7. The Offeror has no conflicts of interest regarding any services requested under this RFP.

Proposals failing to comply with all administrative requirements may be declared non-responsive and removed from further consideration.

B. Technical Evaluation

Proposals which comply with the preliminary administrative requirements of the RFP will be forwarded to an evaluation committee to score or rate proposals for technical merit according to the criteria included herein (see below). The committee will serve under the guidance of the Procurement Officer, who serves as chair and ex officio member of the committee.

Proposals will be evaluated and scored using the following criteria:

EVALUATION CRITERIA	
DESCRIPTION	WEIGHTED VALUE (POINTS)
Incentive Requirements and Program Components: Demonstration of the Offeror's ability to program, illustrate to members and administer the current incentive requirements along with the ability to offer (at a minimum) the services that are currently in place.	25

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Wellness Questionnaire Responses: Quality of responses and the completeness of Offeror's services as described in the responses to the Wellness Questionnaire.	40
Dedicated program Resources and Services: Demonstration of the Offeror's ability to offer dedicated program management and resources which includes (but is not limited to) coordination, member navigation, health promotion and education.	10
Online Capabilities and Services: Demonstration of the Offeror's ability to provide Online Services, incentive design illustration, aesthetics, flexibility, data management and overall online/portal experience.	25
TOTAL POINTS	100

The technical proposal should address all requirements with descriptions of the offeror's capabilities to meet the requirements, with examples. The narrative need not be long, but should be comprehensive. Additional supplementary materials may be included with the technical proposal, if such supplementary collateral provides substantive information related to the Offeror's capabilities.

Non-price, technical evaluations of each proposal will be performed independently by each committee member, with no attempt to reach a scoring consensus. The committee may discuss the details and features contained in proposals for the purpose of ensuring there is agreement about what is contained there and/or to clarify parts of an offer which may be unclear.

c. Scoring Methodology

The individual members of the technical evaluation committee will rate the above criteria for each offeror's technical proposal on a scale of 1 to 10. The scaled rating multiplied by the weight will provide the weighted score for each criterion. The sum of the weighted scores for each proposal will result in a total weighted score from each member of the evaluation committee. The total weighted scores of all evaluators will be summed, then divided by the number of evaluators, to determine an average total weighted technical score for each proposal. A ranking, from highest score to lowest score, of the technical proposals will be made based on the average total weighted technical score for each proposal. Each offeror will receive one (1) technical score.

The University provides the above weights to advise the Offeror of the relative importance assigned to the criteria. The scaled scoring is provided as an aid to the evaluators in assigning a tangible expression of their assessment of the Offer relative to each technical criterion and to identify an Offer's deficiencies and weaknesses. Based upon the results of the scoring, the University may seek clarifications from all offerors in the competitive range. The competitive range shall include all offers achieving a technical score high enough to remain under consideration for award when ranked with other offers received. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

Pricing for each proposal will be evaluated based on a calculation of the total Per Employee Per Month (PEPM) rates proposed for Years 1 – 3 in Section A (Wellness Program Services) on the Rate Response Form multiplied by 4,000 (the number of benefit-eligible employees).

Section B (Other Services) will be evaluated as follows:

Per Participant rates for biometric screening and outbound telephonic health coaching Years 1 – 3 will be multiplied by a factor of 650. Per Occurrence Fees for biometric screening events, API connections, and Travel/Per Diem for Years 1 – 3 will be multiplied by a factor of 5. (The multipliers for Per Participant fees and Per Occurrence Fees are for evaluation purposes only and may not be representative of actual needs but will be used as the basis for establishing contract rates for these services.)

Once the totals for Sections A and B have been calculated, those figures will be summed to determine the Total Cost for Wellness Services, which will be used to determine the Price ranking of proposals for evaluation

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



purposes. After completing the technical evaluation, submitting its scores, and reviewing the price evaluation, the committee will then compare proposals, both technical scores and price offers, which have been determined to be within the competitive range by the Procurement Officer.

The evaluation committee will then begin its best value evaluation of proposals in order to make a determination of the Offeror(s) whose proposal offers the overall best value. The committee will follow the procedures outlined below to make its determination of best value.

If the Offeror with the highest technical score is also the Offeror with the lowest price, then this Offeror's proposal represents the best value and the University may award to this Offeror. However, if the Offeror with the highest technical score is not also the Offeror with the lowest price then the evaluation committee will compare proposals in a series of paired comparisons. In comparing two proposals, if one proposal has both a higher technical score and the lower price, then the University will consider that proposal to be a better value. If one proposal has the higher technical score, but a higher price than the other proposal, then the evaluation committee will determine if the difference in the technical proposal is worth the difference in price. If the evaluation committee decides that the better technical proposal is worth the higher price, then the University will consider the Offeror with the better technical proposal and the higher price to be the better overall value. If the University decides that the better technical proposal is not worth the higher price, then the University will consider the Offeror with the lower technical proposal score and the lower price to be the better value. The evaluation committee will continue to make paired comparisons until it has identified the Offeror whose proposal represents the best overall value.

D. Best and Final Offer

UA reserves the right to request clarifications and a best and final offer (BAFO) from each Offeror within the competitive range. However, UA also reserves the right to make award of a contract based exclusively on the submitted proposals without seeking a BAFO.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



IV. Required Submittal Method and Proposal Submittals

As outlined in the RFP, proposals will consist of a technical proposal and a price proposal. Offerors must complete all required forms and submit them with the technical proposal, in the order indicated, as an Adobe PDF file. In addition, Offerors must complete the **Rate Response Form(s)** and submit it as a separate clearly marked PDF file with their proposal. Do not include rate information in the technical offer or any other part of your proposal.

By submitting a response to this solicitation, Offeror attests to its understanding, agreement and compliance with all forms and documents indicated below. Any exceptions must be explained on the Statement of Compliance Form. Failure to provide the required completed documents in the manner requested may result in the Offeror's proposal being declared non-responsive.

A. Required Submittal Method

The University of Alaska uses Bonfire portal for accepting and evaluating proposals digitally.

Upload your submission using the following link: <https://ua.bonfirehub.com/opportunities>.

Submission must be uploaded, submitted, and finalized prior to the Submittal Deadline listed on the RFP Cover Page, or as subsequently amended. UA strongly recommends that offerors allow sufficient time and -- **at least ONE (1) day** -- before the Submittal Deadline to begin the uploading process and to finalize submissions.

Note the type and number of files allowed. The maximum upload file size is 1,000 MB. Do not embed any documents within uploaded files, as they will not be accessible or evaluated.

Each item of Requested Information will only be visible after the Submittal Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.

Offerors will receive an email confirmation receipt with a unique confirmation number once their submissions are finalized.

Minimum system requirements:

- Microsoft Edge, Google Chrome, or Mozilla Firefox
- JavaScript must be enabled
- Browser cookies must be enabled

Please contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

B. Checklist of Required Submittals

To be considered for award, proposals must include all required submittals. To assist Offerors in returning all of the required information, the following checklist has been prepared.

Administrative Requirements:

During the Administrative Evaluation, proposals will be reviewed for compliance with the proposal submittal requirements outlined in the Instructions to Offerors to determine that:

- The proposal was received on time
- The proposal was submitted in the correct format
- The correct forms (electronic files) were submitted in the required order (See Required Forms and Other Requirements below): one electronic file containing the technical proposal and all required submittal forms; a second electronic file containing the Rate Response Form
- The proposal forms were properly completed, signed and dated

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



- All other necessary forms were included
- All material alterations or erasures, if any, were initialed by the signer of the proposal
- Proof of Alaska Business License, as may be required, was submitted
- The Offeror has no conflicts of interest regarding any services requested under this RFP

Proposals failing to comply with the above requirements may be declared non-responsive and may be eliminated from further consideration.

Required Proposal Forms:

The following Required Forms are included in this RFP and must be submitted with your proposal:

- C. Proposal Transmittal Form (RFP Page 21)
- D. Rate Response Form (RFP Pages 22-27) and detailed quote (provided as a separate Adobe PDF file)
- E. Statement of Compliance Form (RFP Page 28)
- F. Representations, Certifications and Statements of Offerors (RFP Pages 29-37)

Required Proposal Documents:

The following Required Documents must be submitted with your proposal:

- 1. Executive Summary focusing on the proposed Wellness Program highlights
- 2. Wellness Program Requirements List Response (RFP Pages 41-43)
- 3. Wellness Program highlights Wellness Program Questionnaire Response (RFP Pages 44-51)

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



C. Proposal Transmittal Form

Firm Name: _____ **Telephone:** (____) _____

Address: _____ **FAX:** (____) _____

_____ **Email:** _____

Alaska Business License No. _____

The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the Representations and Certifications by Bidders/Offerors included in this proposal, including representations regarding small business status.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

www.census.gov/naics

SMALL BUSINESS SIZE STANDARDS:

To qualify as a small business concern for most SBA programs, small business size standards define the maximum size that a firm, including all of its affiliates, may be. A size standard is usually stated in number of employees or average annual receipts. SBA has established two widely used size standards—500 employees for most manufacturing and mining industries, and \$7 million in average annual receipts for most nonmanufacturing industries. While there are many exceptions, these are the primary size standards by industry. (For more complete information on size standards, see SBA’s Small Business Size Regulations ([13 CFR §121](#)) or the ([Table of Small Business Size Standards](#))).

North American Industry Classification System (NAICS) Code: 541612

**NAICS Classification Name:
Human Resources Consulting Services**

In order to qualify as a small business for this solicitation, the business receipts of the company and its affiliates during the preceding twelve (12) month period must not exceed: \$15 million.

Certification:

I certify that I am a duly authorized representative of the firm listed above, that the information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the proposal, or responsibility of the firm as a prospective contractor.

Signature: _____ **Date:** _____

Name: _____
(please print)

Title: _____
(please print)

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



D. Rate Response Form

SUBMITTING OFFEROR:

(Printed Name of Offeror)

(Printed Name of Individual & Title)

(Signature of Individual)

INSTRUCTIONS

Failure to follow these instructions or failure to submit price offers in the form and substance requested on this form and explained in the RFP may cause rejection of the proposal as being non-responsive.

Prepare and submit price offers according to the requirements listed below. **All prices/rates and hours shall be submitted ONLY on this Rate Response Form. Offerors must not divulge any pricing information in their technical proposals.**

Supplemental explanatory information may be submitted along with the Rate Response Form with the same electronic file. The University of Alaska reserves the right to accept all or a part of rate/price offers, or to decline any or all rates/prices.

Three-year rates/price guarantees are required for all services/items.

Section A: Core Wellness Program Services

The University of Alaska is interested in an all-inclusive Wellness Program Core Services price offer. The Core Services should incorporate all standard service elements including set-up and implementation, reporting, customization, biometrics screening, report prices (if any), communication materials, upgrade or maintenance charges, etc. Spouses of employees will participate in biometric screenings and assessments, and will have access to the web-site portal to track progress/results. If there are additional costs associated with any of the components, please list what the additional costs are in the “Other” rows.

Section B: Other Wellness Program Services

If a service is included in Core Services, list INCL. (included) in the cell alongside the item. If your company does not provide a particular service item, list N/A (not applicable) in the cell alongside the item. If there are additional costs associated with any of the components, please list what the additional costs are in the “Other” rows.

General

All prices shall be based on the number of employees listed in the RFP.

1. Please state your company’s rates/prices as per employee per month (PEPM), Put your response in the table, following.
2. List all fees on a PEPM bases in the table below that are not included in the minimum monthly program charge or minimum monthly fee per employee.
3. Does your company require a minimum monthly program charge? If so, list below. (Item 1)

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



4. Does your company charge a monthly fee for each employee listed in an eligibility file? If so, list in the table below. (Item 2)
5. Does your company charge a separate monthly fee for spouses? If so, list below. (Item 4)
6. Does your company charge a set-up or implementation fee? If so, list below. (item 20 & 21)
7. Does your company charge a fee for biometric data to be uploaded from a third party? If so, put your response in the following table. (Item 9)

SECTION A: CORE WELLNESS PROGRAM SERVICES			
WELLNESS PROGRAM			
CORE SERVICES	PRICES/RATES PEPM		
1. Minimum monthly program charge, if any?	\$		
2. Minimum monthly fee/employee, if any?	\$		
	Year 1	Year 2	Year 3
3. Employee Wellness Administration/Portal Fee	\$	\$	\$
4. Spouse Wellness Administration/Portal Fee	\$	\$	\$
5. Health Risk Assessment (HRA) Fee	\$	\$	\$
6. Incentives Tracking	\$	\$	\$
7. Outcomes Administration	\$	\$	\$
8. File Feed Setup Fee	\$	\$	\$
9. File Feed: Historical Biometric Data (Assume Not in Your Format)	\$	\$	\$
10. File Feed: Send Lockton Biometric Data Annually	\$	\$	\$
11. Health Coaching – Telephonic Outbound to At Risk Population ¹ If proposing a Per Participant rate, leave this section blank and identify the rate in Section B:	\$	\$	\$
12. Health Coaching – Telephonic Inbound to Whole Population ²	\$	\$	\$
13. Single Sign On	\$	\$	\$
14. Team Challenges	\$	\$	\$

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



15. Individual Challenges	\$	\$	\$
16. Communication Campaign (email, flyers, newsletter)	\$	\$	\$
17. Reporting Package	\$	\$	\$
18. Ad Hoc/custom reports	\$	\$	\$
19. Data File exchange with 3rd party disease management vendor?	\$	\$	\$
20. Set-up/Implementation fee? (circle one)	Yes		No
21. If yes, set-up/Implementation fees:	\$		
	Year 1	Year 2	Year 3
TOTAL, Core Wellness Services:	\$	\$	\$
TOTAL, CORE WELLNESS SERVICES, THREE YEARS :	\$	PEPM Per Participant	

¹Outbound health coaching: Provide pricing per participant for outreach coaching to the at-risk participants.

²Inbound health coaching: Provide pricing for the program that has unlimited inbound to the whole population. Many times this is included with outbound coaching. If it is not, provide the cost per participants who call in once but do not enroll in a coaching program.

Other Wellness Services not included in the table above- *

Prices/ Rates PEPM			
	Year 1	Year 2	Year 3
22. Other			
23. Other			

***The items listed in this table will not be included in the price/rate evaluation, but will be used to evaluate additional services offered.**

SECTION B: OTHER WELLNESS PROGRAM SERVICES

If a service is included in Core Wellness Program Services (Section A), list INCL. (included) in the cell alongside the item. If your company does not provide a particular service item, list N/A (not applicable) in the

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



cell alongside the item. If there are additional costs associated with any of the components, please list what the additional costs are in the “Other” rows.

For services not included in the Wellness Services (Section A), please provide prices and rates in the tables below.

Biometric Screenings should be priced Per Participant (not PEMP) and include fasting Glucose, HDL, Triglycerides, Blood Pressure and Waist Circumference/Height and Weight (BMI)

Screenings may occur at the following campuses: Anchorage, Fairbanks, Juneau, Ketchikan, Sitka, Kenai Peninsula, Kodiak, Nome, Bethel, Dillingham, Kotzebue and Valdez.

PER PARTICIPANT RATES

BIOMETRIC SCREENINGS	Year 1	Year 2	Year 3
24. On-site Biometric Screening (Finger Stick)	\$	\$	\$
25. Lab/Clinic Biometric Screening	\$	\$	\$
26. Physician Form Biometric Screening	\$	\$	\$
27. Home Test Kits			
28. Additional cost for Waist Circumference & Height and Weight Measurement?	\$	\$	\$

PER OCCURANCE FEES

BIOMETRIC SCREENINGS EVENT FEES	Year 1	Year 2	Year 3
29. Minimum number of employees for a screening event.	#	#	#
30. “Small event fee” if below that threshold, if any?	\$	\$	\$
	Year 1	Year 2	Year 3
TOTAL, BIOMETRIC SCREENING FEES:	\$	\$	\$
TOTAL, BIOMETRIC SCREENING FEES, THREE YEARS:	\$		

API FEES

Indicate the number of API connections included in Core Wellness Program Services Pricing: _____. Provide the price per additional connections in the table below.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



API	Year 1	Year 2	Year 3
31. Setup fee per additional API connection (2 way data integration and user interface)	\$	\$	\$
32. Ongoing fee per API connection established	\$	\$	\$
33. Additional fees that apply to connecting via API			
a. Other	\$	\$	\$
b. Other	\$	\$	\$
	Year 1	Year 2	Year 3
TOTAL, API Fees:	\$	\$	\$
<i>TOTAL, API FEES, THREE YEARS:</i>	\$		

TRAVEL FEES for Biometric Screening Events– The RFP Statement of Services indicates the frequency of travel each location. Indicate the firm fixed travel fee per year and per location as if travel to each location is required annually.

TRAVEL/PER DIEM FEES	Year 1	Year 2	Year 3
34. Anchorage	\$	\$	\$
35. Fairbanks	\$	\$	\$
36. Juneau	\$	\$	\$
37. Ketchikan	\$	\$	\$
38. Sitka	\$	\$	\$
39. Kenai Peninsula	\$	\$	\$
40. Kodiak	\$	\$	\$
41. Nome	\$	\$	\$

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



42. Bethel	\$	\$	\$
43. Dillingham	\$	\$	\$
44. Kotzebue	\$	\$	\$
45. Valdez	\$	\$	\$
	Year 1	Year 2	Year 3
TOTAL, Travel:	\$	\$	\$
<i>TOTAL, TRAVEL THREE YEARS:</i>	\$		

~ ***END RATE RESPONSE FORM*** ~

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



E. Statement of Compliance Form

I hereby acknowledge receipt of University of Alaska Request for Proposals (RFP) No. 24P0027MV and certify that this proposal conforms to the requirements of the RFP except as noted below. (If none, write “NONE”.) List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. **Do not submit Offeror’s terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.**

Firm Name

Authorized Signature

Date

Title

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



F. Representations, Certifications & Statements of Offerors

1. TYPE OF BUSINESS ORGANIZATION

The Bidder/Offeror, by checking the applicable box, represents that

(a) It operates as

- a corporation incorporated under the laws of the State of _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture; or

(b) If the Bidder/Offeror is a foreign entity, it operates as

- a corporation registered for business in the Country of _____
- an individual,
- a partnership,
- a nonprofit organization,
- or a joint venture.

2. PARENT COMPANY INFORMATION

The Bidder/Offeror by checking the applicable box, represents that

- it is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
- it is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Offeror's parent company or parent organization is:
- If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is _____.

3. TAXPAYER IDENTIFICATION

(a) Definitions

- (1) "Common parent," as used in this solicitation provision, means a Bidder/Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Bidder/Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



(3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Offeror in reporting income tax and other returns.

(b) The Bidder/Offeror is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Bidder/Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN) of Bidder/Offeror:

(Bidder/Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

TIN: _____

TIN has not been applied for.

TIN is not required because: _____

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.

Offeror is an agency or instrumentality of a state or local government.

Other. Explain basis _____

(d) Corporate Status of Bidder/Offeror:

(Bidder/Offeror is required to check all applicable statement(s).)

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

(Bidder/Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

Bidder/Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of Bidder/Offeror's common parent:

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Name: _____

TIN: _____

(f) If the Bidder/Offeror is a Joint Venture, the Bidder/Offeror shall make copies of this representation and complete one for each entity in the venture. Each copy of the representation must be marked to identify the venture to which it applies. Bidder/Offeror shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

- Joint Venture consists of:
 (Bidder/Offeror must list name and address of all entities)
 (Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

(a) Representation. The offeror represents that, except for full-time bona-fide employees working solely for the offeror, the offeror:

- (1) () has, () has not employed or retained any person or company to solicit or obtain this contract; and
- (2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the University, particularly when subparagraph (a) (1) or (a) (2) is answered affirmatively.

5. AUTHORIZED NEGOTIATORS.

The offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, telephone numbers of the authorized negotiators).

6. PERIOD FOR ACCEPTANCE OF OFFER.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 180 calendar days (unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

7. PLACE OF PERFORMANCE.

(a) The offeror, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this offer.

(b) If the offeror checks "intends" in paragraph (a) above, he (she) shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, Name and Address of Owner and Operator
 County, State, Zip Code) _____ of the Plant or Facility if other than Offeror

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



8. SMALL BUSINESS CONCERN REPRESENTATION

The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation. (See PROPOSAL TRANSMITTAL FORM.)

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

- (a) The offeror represents that it () is, () is not a small disadvantaged business concern.
- (b) Definitions.

"Asian-Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

- (c) Qualified Groups. The offeror shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the U.S. Small Business Administration under 13 CFR 124.1.

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

- (a) Representation. The offeror represents that it () is, () is not a woman-owned small business concern.
- (b) Definitions. "Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Woman-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



- (a) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 1114
- (b) It () has () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

12. CERTIFICATION OF NONSEGREGATED FACILITIES

- (a) “Segregated facilities,” as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By submission of this offer, the Bidder/Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder/Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The Bidder/Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C.1001.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-LOWER TIER COVERED TRANSACTIONS

The Contractor assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government-Wide Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

14. CLEAN AIR AND WATER CERTIFICATION

(This provision is applicable if the contract amount exceeds \$100,000.)

- (a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

- (b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.
- (c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

15. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322)

All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. ANTI-KICKBACK PROVISIONS

- (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.
- (b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

17. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

By submitting this offer, the Bidder/Offeror agrees to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L.88-352), E.O.11246 (EEO), E.O. 11625 (EEO), 41 CFR 60 (EEO) (Discrimination). The Bidder/Offeror agrees to include this provision in all subcontracts.

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at

www.alaska.edu/titleIXcompliance/nondiscrimination

18. PROTECTION OF MINORS

- (a) Contractor shall defend, indemnify and hold harmless the University, its Board of Regents, officers and employees, from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, subcontractors, agents or volunteers with minors including sexual abuse of minors as defined by Alaska statute.
- (b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



(c) Contractor shall present the University with certification, prior to the commencement of work under this contract that all employees, directors, subcontractors, agents, or volunteers that may have contact with minors shall:

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAF;
- (3) Be prohibited from working under this contract involving minors if they:
 - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
 - ii. are a registered sex offender;
 - iii. have been convicted of possession of child pornography.
- (4) Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include:
 - i. Minimum adult to minor ratios;
 - ii. How to supervise minors during overnight activities;
 - iii. A signed Code of Behavior;
 - iv. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
 - v. How to supervise minors during transition times, including drop-off and pick-up;
 - vi. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
 - vii. Missing Child Protocols
- (5) Meet the all applicable requirements in this policy.
- (d) It is the expectation of UAF that all contractors shall, at all times, be respectful of minors.

19. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR

(This representation is applicable only if the Bidder/Offeror is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a Bidder/Offeror assures that if the primary source of funding for this solicitation is Federal, the requirements of OMB Circular A-21 or Circular A-110, as applicable, shall be complied with by the Contractor and its subcontractors.

20. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTICOMPETITIVE PRACTICES

By submitting this offer, the Bidder/Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anticompetitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

21. PENALTY FOR FALSE STATEMENTS

- (a) The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.
- (b) The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



22. CERTIFICATION OF PROCUREMENT INTEGRITY

By submitting its bid/offer, the Bidder/Offeror certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this bid/offer by any of its officers, employees, agents, or representatives covered by that Act.

23. DRUG FREE WORKPLACE

To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Bidder/Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Bidder/Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

24. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT

(a) The bidder/offeror certifies that it is entitled to the procurement preferences indicated below. Bidder/offeror shall list the items to which each product preference applies in the blank spaces following each indicated product preference.

(1) Bidder Preference

- 5% Alaska Bidder Preference (AS 36.30.321(a))
- 15% Alaska Employment Program Preference (AS 36.30.321(b))
- 5% Alaska Domestic Insurer Preference (AS 36.30.321(c))
- 10% Disability Preference (AS 36.30.321(d))
- 5% (NTE \$5,000) Alaska Veteran Preference (AS 36.30.321(f))

(2) Product Preference

- 3% Class I Alaska Product Preference, (AS 36.30.332)
Items: _____

- 5% Class II Alaska Product Preference, (AS 36.30.332)
Items: _____

- 7% Class III Alaska Product Preference, (AS 36.30.332)
Items: _____

- 5% Recycled Product Preference, (AS 36.30.339)
Items: _____

(b) The bidder/offeror represents that it is entitled to claim said preferences in accordance with the provisions of Alaska Statute 36.30 State Procurement Code. (Also see INSTRUCTIONS TO BIDDERS.)

(c) The bidder/offeror acknowledges and agrees that if a proposed procurement under this solicitation is supported by federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



25. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the Bidder/Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid/offer.

AUTHORIZED SIGNATURE: _____ **Date:** _____

BIDDER/OFFEROR: _____
(Type or Print Company Name and Address of Bidder/Offeror)

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



V. University of Alaska Background

A. University of Alaska Organization

The University of Alaska (UA) is the only public institution of higher education in the State of Alaska. UA is a statewide system comprising a System Office, with three separately accredited regional Universities (University of Alaska Fairbanks, University of Alaska Anchorage, and University of Alaska Southeast based in Juneau), nine college centers, a separately - accredited community college, and multiple extension and research sites around the State. The administrative organization of the UA System has evolved to meet the needs of the citizens of Alaska.

The University of Alaska was established by Congress in 1917 at Fairbanks, Alaska as the Alaska Agricultural College and School of Mines. In 1935 it was renamed the University of Alaska and in 1959 was established as the State University under the Alaska State Constitution. In 1986, following significant decreases in state funding for the university system, it was restructured from three accredited universities and eleven accredited community colleges to three accredited multi-campus universities and one accredited community college.

UA has expanded to include full-service universities in Fairbanks, Anchorage, and Juneau, a separately accredited community college in Valdez, and college centers in Bethel, Dillingham, Ketchikan, Kodiak, Kotzebue, Nome, Palmer, Sitka, Soldotna, and rural education and extension sites throughout the state. Campuses and rural sites are located in the following communities:

University of Alaska Fairbanks

Fairbanks Campus
Bristol Bay Campus in Dillingham
Chukchi Campus in Kotzebue
Kuskokwim Campus in Bethel
Community and Technical College
Northwest Campus in Nome

University of Alaska Anchorage

Anchorage Campus
Kenai Peninsula College in Soldotna
Kachemak Bay Branch in Homer
Matanuska-Susitna College in Palmer
Prince William Sound College in Valdez
Kodiak College in Kodiak

University of Alaska Southeast

Juneau Campus
Sitka Campus
Ketchikan Campus

University of Alaska System Offices

System-wide Administration

The University of Alaska is governed by an eleven member Board of Regents appointed by the governor. President Pat Pitney serves as the Chief Executive Officer for the University system with administrative offices located on the Fairbanks campus. Chancellors head each of the three major regional academic units: the University of Alaska Fairbanks, the University of Alaska Anchorage, and the University of Alaska Southeast in Juneau.

The University of Alaska employs a benefit-eligible workforce of approximately 4,000 employees.

B. University of Alaska Employee Groups

1. Unionized Employees

The University of Alaska is party to five collective bargaining agreements. Four of those collective bargaining agreements contain provisions that grant the University control over its employer sponsored plan. All four labor organizations participate in a single committee with representatives from the University and non-represented

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



employees. The role of the committee is advisory.

Employee benefits are a mandatory component of collective bargaining agreements. It is difficult to predict a particular union's future intent to continue participation in the benefits programs offered by the University of Alaska. It is UA's intent to maintain uniformity of its benefits program offerings across bargaining unit employees, as much as possible. Over the next five years, negotiations with one or more bargaining units representing University employees may result in different benefits provisions than those presently offered.

The University currently has three groups of unionized employees covered by its benefit programs:

- Alaska Higher Education Crafts and Trades Employees Local 6070 (represents approximately 200 trade and craft employees),
- University United Academics (UNAC) AAUP/AFT*, represents approximately 1,105 faculty.
- The Fairbanks Firefighters Association, Local 1324, IAFF, AFL-CIO represents approximately 9 firefighters on the Fairbanks campus.

2. Non-Unionized Employees

The non-unionized employee group is the largest of all the employee groups at the University, comprising approximately 2,600 employees in the support staff, administrative professional and technical staff, and the executive staff classifications. This group will be participating in the benefit programs offered by the University.

C. University of Alaska Employee Benefits Information

University of Alaska employee benefits information may be accessed at the following website:

www.alaska.edu/benefits.

The employee data and benefits information provided with this solicitation is representative of the current make-up of the employee and dependents group.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



VI. Statement of Services and Requirements

A. Scope

UA is requesting proposals from qualified companies to provide a comprehensive range of services for Wellness Program administrative and customer services for all benefit-eligible employees and their eligible spouse or financially interdependent partner (FIP) who are enrolled on the health plan throughout the State of Alaska.

B. Current Wellness Program

The current wellness program includes required components of a health risk assessment and biometric screenings, and a range of opportunities to earn points during the program year to earn a wellness rebate and raffle.

Key Framework and Schedule- Program Requirements:

Fiscal Year	Key Framework
FY 24 July 1, 2023: Hybrid	<ul style="list-style-type: none"> ❖ Participants must complete a health risk assessment and biometric screening along with earning an additional 6 points through completing additional activities by June 30, 2024, to be eligible for the rebate on their health care contributions in FY25. Employees can earn up to \$600 per year for their participation and up to \$600 for their spouse/FIP participation. ❖ Activities: <ul style="list-style-type: none"> • Health Risk Assessment • Biometric Screening • 6 Additional Activity Points ❖ If three out of five not met in FY19, need to earn 5 points <ul style="list-style-type: none"> • FY23 Biometric Screening (meet 3 out of 5 metrics) – 1 point/ 3 points max • Age/Gender Preventative Screening – 1 point/ 5 points max • Livongo – 1 point/3 points max • Tobacco Attestation or tobacco cessation program – 1 point / 1 point max • Worksite Health Challenge – 1 point / 3 points max • Online Webinar with Quizzes– 0.5 points per classes / 2 points max • Health Coaching – 1 point per session / 2 points max • Annual Wellness Visit – 1 point / 1 point max • Adult Immunization Attestation – 1 point / 1 point max • Dental Exam – 1 point / 1 point max • Optometrist Exam – 1 point / 1 point max • 150,000 Activity Points – 0.5 points/2 max

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



C. Wellness Program Components

UA is interested in an all-inclusive Wellness Program which matches the current design and structure as much as feasible. If the current plan cannot be matched, please describe how your services and program design is comparable. Spouses of employees will participate in biometric screenings and assessments, and will have access to the web-site portal to track progress/results.

Incentive Design Strategy Core Service Components

- Incentive Design Strategy
- Core Service Components:
- Health Risk Assessment (HRA)
- Incentives Tracking
- Health Coaching - Telephonic and Online
- Team Challenges
- Individual Challenges
- On-Site Biometric Screening
- Physician Form Biometric Screening
- Body Weight Management Program

Other Than Core Services

- Tobacco cessation program
- Outcome Based programs

D. Wellness Program Requirements List

Following is a list of program requirements that Offerors must meet or fulfill in the proposal to be considered a prospective vendor for Wellness Program services. Failure to meet any one of the following requirements may be considered a deficiency requiring corrective action or clarification (at the University's sole discretion), or the Offeror may be removed from further consideration without discussion.

Mark box "Yes" alongside each item that is affirmatively addressed in Offeror's proposal; mark the "No" box if any item is not addressed in Offeror's proposal. For any requirements marked "No", Offeror may provide an alternative methodology or strategy to satisfy the intent of the requirement.

Failure to comply with or meet any one of the following requirements, or intent of the requirements, shall result in the Offeror being removed from further consideration without discussion.

PROGRAM REQUIREMENTS	Yes	No
1. The Offeror shall provide a dedicated resource/program manager that is employee facing.		
2. The Offeror shall prepare and bear the cost of all documents and materials associated with program implementation including, but not limited to, all employee communications documents, and bear any subcontractor costs required to successfully implement and/or administer the program.		

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



3. The Offeror shall be responsible (both financially and otherwise) for its own administrative errors.		
4. The Offeror shall bear the cost of all Wellness Program orientation sessions at the UAF, UAA, and UAS campuses for all eligible employees and spouses. Orientation sessions shall be provided at rural campuses through either video-conferencing or audio-conferencing methods. The development of a communication plan shall begin as soon as possible after contract award. Additional orientation sessions will be required at each annual contract renewal period.		
5. The Offeror shall agree that reports and/or information, which in any form or manner identify UA or its enrolled population, shall not be sold, distributed, or published without the express written permission of UA.		
6. The Offeror shall allow the University a grace period of a minimum of thirty-one (31) days for the payment of any contract costs not paid on its due date.		
7. The Offeror shall have a backup system capable of supporting disaster recovery efforts. The plan shall be written, recently tested with documentation, and submitted with the proposal.		
8. The Offeror shall be able to demonstrate (through existing protocols and scheduled staff training) they have HIPAA ² - compliant processes in place to transfer detailed, member- specific data to a third party vendor, such as a disease management contractor.		
9. The Offeror shall be in compliance with all HIPAA and Department of Labor regulations to include those specific to member services, complaints, appeals, timeliness of responses and confidentiality. Any fines related to non-compliance shall be the sole responsibility of the Offeror.		
10. The Offeror shall provide quarterly utilization information on all programs and provide an annual utilization report and results report (see Management Reports section below).		
11. Offeror shall provide raw biometric data, screening results and Health Risk Assessment results with unique identifier, to Lockton Company's database, InfoLock, on a quarterly basis, at no additional charge. (Lockton is UA's benefits consultant).		
12. The Offeror shall provide an online portal with member biometric data results, tools and webinars. Offeror shall provide a demonstration login to the online portal and demo portal from employee and employer perspective with offer.		

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



13. The Offeror shall provide an on-line and/or a telephonic weight management program.		
14. The Offeror shall accept third-party biometric data.		
15. The Offeror shall provide biometric screening events at the Anchorage, Fairbanks, and Juneau campuses. The number of screening events per campus shall be agreed upon annually by the UA and Offeror		
16. The Offeror shall be available provide biometric screening events at rural campuses located at Ketchikan, Sitka, Kodiak, Kenai Peninsula, Nome, Valdez, Bethel, and Dillingham.		
17. At a minimum, the Offeror shall make an annual in-person presentation on the status of the program in Fairbanks, AK .		
18. The Offeror shall develop and administer an annual employee wellness program interest and satisfaction survey, and report the results each year.		
19. The Wellness Plan proposed must be a point based plan offering.		

² Health Insurance Portability and Accountability Act

E. Management Reports

UA currently receives quarterly and annual reports for its Wellness Program in addition to ad hoc reports. The following reports are required by UA and its benefits consultant, Lockton Companies, for the effective management of a Wellness Program. The successful Offeror shall provide via email in MS Excel file format) following types of reports at no additional cost:

1. Quarterly Utilization and Results Report
2. Annual Utilization and Results Report which will include a yearly cohort analysis comparing biometric and utilization results
3. Raw Biometric data file with unique identifiers to be sent to Lockton Company's database, InfoLock, (and to other third-party vendors, as requested).
4. Ad Hoc reports, as requested

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



F. Wellness Program Questionnaire

Answer each question in the order and question number that the question is listed following. Restate each question, followed by the answer to that question, only. Do not simply refer to an attached document to answer a question. Offerors may include supplemental materials to enhance understanding of their proposal, but proposals will be evaluated primarily on specific written responses to each question. **Please be concise.**

Company Details

1. List the number of active wellness clients the Offeror has as of 1/1/2024.
2. As of January 1, 2023, how many eligible lives were loaded on Offeror's portal, and how many as of January 1, 2024?
3. Provide corporate headquarters address.
4. How many years has Offeror offered health promotion/wellness programs in the United States?

Web Portal

5. Does the Offeror own the web portal technology? If not, please identify the technology partner.
6. Are all primary aspects of the portal mobile ready? If not, what aspects of the portal are NOT mobile ready?
7. Does Offeror have an app for mobile devices?
8. Has Offeror developed their own social networking capabilities and if yes, please describe briefly?
9. Is gamification incorporated in the web portal? If so please describe.
10. Does the portal track annual biometric results that are accessible to the participant?
11. Will previous years' biometrics results from another vendor be integrated into a participant's account?
 - a. If yes, confirm that biometrics received from a third party vendor will integrate with Offeror's technology. Describe how the data will be used.
 - b. Are there any costs associated with accepting file feeds?
12. Can the portal create a "personal pathway" centered around a given participant's specific risk factors?
13. Please describe how the portal shows risk or demographic-specific incentive requirements and how it integrates with other services offered by the University of Alaska (e.g., age/gender preventive exams, individuals with elevated BMI must go through a pre-diabetes program, etc.).
14. Does the portal support single-sign on? Is there an additional fee associated with single-sign on integrations?
15. Can participant forms be scanned and submitted electronically? If yes, please provide details (email, website upload, other).
16. Does Offeror have an open API?
17. What is your philosophy for keeping members engaged and actively participating in wellness programs?
18. How are individuals introduced to the wellness services and encouraged to participate?

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



19. Please select from the following community and social connectivity capabilities your solution offers: peer challenges, team challenges, social feed, recognition, friend invitations, social group boards, wellness champion, photo sharing, other (please list).

Portal Flexibility

20. UA desires to be able to add custom content to the portal. Describe the flexibility of the portal in regards to customer branding. In addition, please answer the following:
- Can UA add and remove sections of the portal?
 - Can UA change colors on the portal?
 - Does the home page clearly show the steps needed to complete the UA's program? If not, can the home page be modified to include this?
 - Does the home page clearly show whether a participant has completed their program requirements or not? If not, can the portal be modified to include this?
 - Can custom content (text, logos, and hyperlinks) be added to the portal?
 - Can other UA benefits such as retirement providers, EAP, etc be linked in the portal?
 - Can UA specific PDF files be uploaded through the portal?

Account Management

- Will a designated account team/resource that is client facing be assigned to support UA?
- Will a designated account manager/main contact be assigned to UA?
 - Describe the role of this dedicated account manager?
- How often does the account manager/account team meet with clients?
- Describe the standard level of communication and interaction provided by the account manager/account team?
- What is the typical turnaround time for responses to client emails and phone calls?
- Provide the most recent annual turnover rate for the account management team.

Communication / Marketing Support

- Indicate if communication support is offered in the following areas.
 - Program branding
 - Introduction of new vendor relationships, both new UA vendors and new Offeror's vendors.
 - Pre-launch teasers for upcoming programs
 - Detailed program guides
 - Incentive requirements for the current and upcoming plan years
- Can all items listed above be mailed to a participant's home? If direct mail is not included in the cost, can e-mail communications be provided for no additional cost?
- Does Offeror provide a creative design team that assists with the items listed above?
 - What standard services are provided by the design team at no additional cost?

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



30. Detail the communication strategy for implementation, promotion and ongoing program support. Provide communication examples.
31. Are there any additional costs associated with communication services that we should be aware of?
32. What languages are available for communication materials?

Messaging Capabilities

33. Can UA opt out of messaging to a specific employee population? (e.g. not sending reminders to participants who have completed a program, sending reminders to those who have not completed one thing (like a screening).
34. Can communications be issued to an employee population through the portal landing page? Can targeted messages be sent to subgroups of the population on the portal landing page?
35. Can communications be sent to an employee population via an app?
36. Can targeted messages be sent to subgroups of the population via the app?

Health Risk Assessment (HRA)

37. Is a Health Risk Assessment (HRA) offered? **If no, skip to question 41. If yes, answer questions 38 through 40.**
38. Is the HRA in-house or provided by an outside provider?
39. If the HRA is through an outside provider, please identify.
40. Can UA add and remove questions to the HRA or review before launched?

Biometric Screening

41. Are biometric screening services offered?
42. Is onsite fasting fingerstick testing offered in Alaska?
43. Is onsite venipuncture testing offered in Alaska?
44. Are home test kits offered?
45. Are offsite lab vouchers offered? If so by what partner?
46. Are physician forms offered?
47. Is a third party biometric screening vendor used?
 - a. Provide Offerors biometric screening partners.
 - b. Is quality assurance testing conducted on the data received from biometric screening partners?
48. Provide the following as it pertains to the proposed biometric screening services:
 - a. Are all or part of the onsite biometric screening staff provided by you?
 1. If yes, are the staff contracted or W-2 employees?
 - b. Is an onsite screening coordinator provided for onsite events?
 - c. Are biometric results posted online?
 - d. Provide the **MAXIMUM** and **AVERAGE** amount of time, after an onsite biometric screening event, for the results to show on the Offeror's (not partner's) portal.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



- e. Provide the MAXIMUM and AVERAGE amount of time, after a Physician Form submission, for the results to show on Offeror's (not partner's) portal.
 - f. Provide the MAXIMUM and AVERAGE amount of time, after a lab screening, for the results to show on Offeror's (not partner's) portal.
49. Does the upload frequency vary by biometric screening partner? If yes please, describe?

Incentive Management

- 50. Can incentive tracking be customized to UA's specifications? Describe any incentive customization limitations.
- 51. Can different incentive designs be administered and shown on the portal for UA? (e.g., new hires or spouses being held to a different incentive requirement than on-going employees)
 - a. If yes, can a different incentive design for new hires after a certain date be shown on the portal?
- 52. Can a carrier file indicating preventive care utilization be used to award a participant incentive?
- 53. Can your portal provide tracking and incentives for preventive care services such as age and gender recommended screenings, vision and dental visits? If so, how is that administered?
- 54. For programs UA offers outside of the Wellness Program, can points be assigned and awarded for completion?
 - a. What ecosystem partners do you have for point solutions or offerings outside of the traditional Wellness Program platform?
- 55. Provide examples of sample incentive program designs that you offer.
- 56. Provide a list of the dimensions of wellness that you offer programs and offerings that can be included in incentive design (i.e. physical, emotional, financial, social, vocational, spiritual, environmental, and/or intellectual)
- 57. Describe how your incentive management and program designs promote a holistic view of wellness.

Data & Reporting

- 58. Does Offeror have a dedicated reporting team?
- Do you provide a client administrative portal for real-time program reporting?
- 59.
 - 60. Will biometric screening data provided electronically from other providers be accepted?
 - 61. Confirm Offeror's capability to perform an SSAE 16 audit.
 - a. Explain company's access to a SSAE 16 Audit (e.g., company is certified, an external auditor, or a data center) or why Offeror is not able to do so.
 - 62. Confirm UA will have the right to audit processes, data handling, etc. at any time (with reasonable "notice", length and structure of audit language).
 - 63. Describe typical reporting provided to clients and frequency.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



64. Do you provide current year and cohort reporting?

Call Center

65. Does Offeror's plan include a customer service line, email, or chat option? **If no, skip to question 73. If yes, answer questions 66 through 72.**
66. In Alaska Standard Time, provide the Customer Service hours of operation.
67. Can a custom call center script be created?
68. Does customer service handle technical issues (e.g. password reset, login issues, etc.)?
69. Does the customer service handle incentive design and program content questions?
70. Can participants leave a message and receive a call back?
- a. If yes, what is the standard turnaround time for a call back?
71. Provide customer service statistics (single call resolution, time to answer, etc.).
72. Describe how the quality assurance of your customer service is measured. (i.e. periodic review of calls/messages, training for customer service staff, etc.)

Telephonic Health Coaching

73. Is telephonic health coaching offered? **If no, skip to question 83. If yes, answer the questions 74 through 82.**
74. Is an external partner used for telephonic health coaching?
- a. If yes, provide the company's name.
75. Do you offer outbound outreach to participants eligible for health coaching? Is there an additional fee?
76. Are coaches required to have a master's degree in a related field?
77. Provide the qualifications to be a coach.
78. Is a participant assigned to a dedicated coach?
79. What participant health information is accessible to coaches?
80. Can credit be given to an individual who has completed telephonic health coaching?
81. Are the number of calls a participant has completed tracked?
82. Is tobacco cessation included in telephonic coaching services?

Online Health Coaching

83. Does the health portal offer self-guided online coaching? **If no, skip to question 93. If yes, answer questions 84 through 92.**
84. Is an external partner used for self-guided online coaching? If yes, please indicate resource(s).
85. Does the program offer online coaching with a health coach?
- a. How does the coach communicate with the participant? (email, online chat, text, IM, etc.)
- b. Provide the qualifications to be an online health coach.
- c. Is a participant assigned to a dedicated coach?
- d. What participant health information is accessible to coaches?
86. Can credit be given to participant who has completed online health coaching?
87. Are the number of sessions a participant has completed tracked?

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



88. Can targeted online health coaching be pushed to participants based on health risks?
89. Is the standard coaching model opt-in or opt-out?
 - a. How is coaching promoted to the participant (portal, e-mail, challenge, etc.)?
90. Are online group coaching sessions offered with a live coach?
91. Is online health coaching offered as a standalone service?
92. Is tobacco cessation included in online coaching services?

Weight Management

93. Is a weight management program offered? If yes, describe the program.
94. What is the standard criteria to be eligible for Weight Management Program and can the UA set the eligibility criteria?
95. Is an external partner used for the weight management program? If yes, indicate what company.
96. Describe the program's weight management approach (e.g. low carb, low calorie, plant-based, behavioral/goal setting, fitness programming etc.).
97. Can credit be given to an individual who has completed the weight loss program?
98. Is the number of calls/sessions a participant has completed tracked?
 - a. Is a participant assigned to a dedicated coach?
99. What participant health information is accessible to coaches?
100. Does the weight management program include a fitness tracker?
101. Does the weight management program include a nutrition tracker?
102. Describe how activity devices and wireless scales are integrated in the weight management program and which brands are able to be integrated.
103. Is an app offered for the weight management program?
 - a. If yes, describe how the app is used for the weight management program
104. Are any other coaching methods available besides telephonic, online, or on-site? Describe here.
105. List other resources offered (group sessions online, video chat, mobile capabilities, email, texting, etc.).

Health Education Resources

106. Does the health portal provide health education resources? **If no, skip to question 113. If yes, answer questions 107 through 112.**
107. Describe Offeror's approach to health content. How are topics refreshed and new content promoted?
108. Is an external partner used for health education information, programs or activities? If yes indicate resource(s).
109. UA currently has onsite education sessions via webinars recorded to be provided to multiple locations. Is Offeror able to provide the same services?
110. Are live online webinars offered?
 - a. Can webinars be recorded?
 - b. Can incentive credit be awarded for watching recorded online webinars?
111. Are educational resources targeted to individuals based on health risks?

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



112. List the topics covered by the Offeror's health education resources.

Campaigns/Challenges

113. Are health campaigns and challenges offered? **If no, skip to question 124. If yes, answer questions 114 through 123.**
114. Please describe the health campaigns and challenges offered and how those are introduced to participants?
115. How many total challenges does Offeror currently have?
116. How many new challenges are created annually?
117. How many challenges are included in a typical program year at no additional cost?
118. Can additional challenges be added to a program year? Are there additional costs to administer additional challenges? Provide cost data only in the Rate Response Form.
119. Can organizational team-based challenges be created and administered (e.g. Fairbanks vs. Juneau)?
120. Can UA create their own challenges?
121. Describe the behavior change principles used to design the health challenges.
122. Do any challenges incorporate principles of game theory (based on player positioning, their goals, options, and consequences that the options entail)?
123. How are challenge requirements communicated to participants? (online, email, text, flyers/posters, all)

Activity Trackers and Devices

124. Does the health portal support self-reported activities?
125. Does the health portal support self-reported nutrition and weight tracking?
126. List all other self-reported lifestyle activities the portal can track.
127. Does the portal integrate with activity device(s) and wearable(s)? **If no, skip to question 133, if yes, answer questions 128 through 132.**
128. Describe how the portal integrates with activity and device trackers and which devices it is able to integrate with.
129. Can self-reported features be turned off leaving only verified data from devices?
130. Is a third-party aggregator used to sync activity devices to the portal? If yes, which third-party vendors?
131. Does the health portal integrate with activity apps? If so, which apps are integrated?
132. Are any other program activities or products provided which are not identified above? If so please list.

Technology

133. Do you have future plans/timeframes for portal and web enhancements?
134. Does Offeror have the ability to connect to third party point solutions? **If no, skip to question 141. If yes, answer questions 135 through 140.**
135. Is the connection to third party point solutions via application program interface (API)?
136. Can points be awarded for participation or completion of third party point solutions?

PROCUREMENT & CONTRACT SERVICES Request for Proposals No. 24P0027MV



137. Describe your ability to connect to a third-party point solution and the methodology in which you reward points. Is there an additional cost to receiving data feeds to administer this?
138. With how many third-party point solutions does the Contractor have direct connectivity already established?
 - a. List all active third-party point solutions Offeror is currently connected to.
139. Can Offeror create real time connectivity to an established third-party vendor partner prior to program launch (during implementation)?
140. UA is looking for a vendor who partners with third party points solutions such as weight and disease management. How many API connections are offered?
 - a. If there is a charge for additional API connections, note it in the Rate Response Form

Key Attributes and Differentiators

141. Briefly describe and define any abilities or attributes that distinguish the wellness services from other tools and vendors in the marketplace.

~End of Questionnaire~

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



VII. Sample Contract Award Form and General Provisions

Award/ Contract	Contract Number	Contract Date	Required Delivery/Completion Date	Page 1 of	
				Purchasing Request Number	
Issued By University of Alaska Procurement & Contract Services P.O. Box 757940 Fairbanks AK 99775-7940		Submit Invoices To		Accounting Data	
Contractor		Ship To/Mark For		Delivery: F.O.B. _____ Destination _____ Other: _____	
Item	Title and Description of Supplies/Services	Quantity	Unit	Unit Price	Amount
Total Amount of Contract					
CONTRACTOR'S NEGOTIATED AGREEMENT: (Contractor is required to sign this document and return all copies to issuing office.) Contractor agrees to furnish and delivery all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein). Name of Contractor: _____ By: _____ (Signature of Person authorized to sign)			AWARD: Your offer on Solicitation No. 24P0027MV, including the additions or changes made by you, which additions or changes are set forth in full herein, is hereby accepted as the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the University's solicitation and your offer, and (b) this award/contract. No further contractual documents are necessary. (A purchase order may also be issued for administrative purposes.) University of Alaska Fairbanks By: _____ (Signature of University Procurement Officer)		
Name and Title of Signer (type or print)		Date Signed	Name of Procurement Officer (type or print)		Date Signed

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

INDEX

1. Utilization of Small Business, Minority-owned, Woman-owned, and Economically Disadvantaged Small Business Concerns and Labor Surplus Area Firms
2. Termination for Convenience (Fixed Price Contract)
3. Termination for Default; Damages for Delay; Time Extensions (Fixed Price Contract)
4. Anti-Kickback Provisions and Covenant Against Contingent Fees
5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Procurement of Recovered Materials (2 CFR § 200.322)
8. Independent Contractor
9. Indemnification and Hold Harmless Agreement
10. Insurance
11. Access to Facilities and Inspection by Contracting Agency
12. Non-discrimination and Equal Employment Opportunity
13. Protection of Minors
14. Audit, Examination and Retention of Records
15. Confidentiality of Information
16. Ownership of Work Products
17. Patents and Copyrights
18. Assignment
19. Governing Laws
20. Permits and Responsibilities
21. Officials Not to benefit
22. Gratuities
23. Debarred, Suspended and Ineligible Status
24. Order of Precedence of Documents and Provisions
25. Contract Administration
26. Taxes
27. Disputes
28. Changes (Fixed Price Contract)
29. Price Adjustment (Fixed Price Contract)
30. Changes (Cost-Reimbursement Contract)
31. Payments to the Contractor (Fixed Price Contract)
32. Payments to the Contractor (Cost-Reimbursement Contract)
33. Excusable Delays, Extension of Performance Period (Cost Reimbursement Contract)
34. Termination or Suspension of Work (Cost Reimbursement Contract)
35. Definitions
36. Alterations In General Provisions

1. UTILIZATION OF SMALL BUSINESS, MINORITY-OWNED, WOMAN-OWNED, AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA FIRMS

In the event the Contractor subcontracts any part of the work to be performed under this contract, the Contractor agrees to make good faith efforts to utilize small business concerns; woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and federally identified labor surplus area firms to the maximum extent consistent with the efficient performance of this contract. The Contractor shall include this provision, including this statement, in every subcontract.

2. TERMINATION FOR CONVENIENCE (FIXED PRICE CONTRACT) (This provision is applicable only to fixed-price contracts)

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Contracting Agency's interest. If this contract is terminated, the Contracting Agency shall be liable only for payment under the payment provisions of this contract for acceptable services and

performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

3. TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS (FIXED PRICE CONTRACT) (This provision is applicable only to fixed-price contracts.)

(a) The Contracting Agency may, subject to the provisions of subsection (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Contractor fails to make delivery of work products or to perform the services within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(b) In the event the Contracting Agency terminates this contract in whole or in part as provided in subsection (a) of this provision, the Contracting Agency may procure, upon such terms and in such manner as the Procurement Officer may deem appropriate, work products or services similar to those so terminated, and the Contractor shall be liable to the Contracting Agency for any excess costs for such similar work products or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under this provision.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies, work products, or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(d) If this contract is terminated as provided in subsection (a) of this provision, the Contracting Agency, in addition to any other rights provided in this provision, may require the Contractor to transfer title and deliver to the Contracting Agency, in the manner and to the extent directed by the Procurement Officer, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve the property in possession of the Contractor in which the Contracting Agency has an interest. Payment for completed work and work products delivered to and accepted by the Contracting Agency shall be at the contract price. Payment for partially completed work and work products delivered to and accepted by the Contracting Agency shall be in an amount agreed upon by the Contractor and the Procurement Officer, and failure to agree to such amount shall be a dispute concerning a question of fact which shall be resolved under the Disputes clause of this contract.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

(e) The rights and remedies of the Contracting Agency provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(f) As used in subsection (c) of this provision, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

(g) If after termination for failure of the Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price may be adjusted as provided in the Termination For Convenience provision of this contract.

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

(a) The Contractor warrants that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated, is violating, or will violate the provisions of the “Anti-Kickback” Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the contract price or allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

(c) The Contracting Agency warrants that neither the Contractor nor the Contractor's representative has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This provision is applicable if the contract amount exceeds \$100,000, or if for construction, the contract amount exceeds \$2,000 (40 U.S.C. 3141-3148).

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708).

6. CLEAN AIR AND WATER (This provision is applicable if the contract amount exceeds \$150,000.)

(a) The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(b) The Contractor will include a provision substantially the same as this, including this paragraph (b) in every non-exempt subcontract.

7. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322)

All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and RFP No. 24P0027MV – UA Wellness Services

Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

8. INDEPENDENT CONTRACTOR

(a) The Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of the Contracting Agency in the performance of this contract except that the Contractor may function as the Contracting Agency's agent as may be specifically set forth in this contract.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the Contracting Agency and any and all claims that may or might arise under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) This contract may be declared null and void should the Contracting Agency determine that by Internal Revenue Service criteria the Contractor is an employee of the Contracting Agency.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(a) The Contractor shall indemnify, save harmless and defend the Contracting Agency, its Board of Regents, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

(b) All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this contract which are caused by the joint negligence of the Contracting Agency and the Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

10. INSURANCE

(a) It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated. Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the University, coverage of the kinds and minimum amounts set forth below.

All insurance limits are minimum. If the Contractor's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits. The University, at its sole discretion, may raise or lower the limits required. Certificates of Insurance and Endorsements, on forms reasonably acceptable to the University, must provide for a 30-day prior notice to the University of cancellation or non-renewal of the policies except in the event of

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The University is the "University of Alaska" and is to be so identified on all certificates.

(b) Comprehensive (Commercial) General Liability Insurance (CGL): With coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement. Each CGL policy required of the Contractor and sub-contractors by this Agreement shall be endorsed to name the University as an additional insured.

(c) Professional Liability Insurance: The Contractor shall provide and maintain, through the term of this Contract, professional liability insurance to cover all errors, omissions, or negligent wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency. Professional liability coverage limits not less than \$1,000,000 shall be maintained for the performance of work under this and remain in effect until three (3) years after the substantial completion of the construction contract of the project.

(d) Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required for the states where work is performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. This coverage must include statutory coverage for states in which employees are engaging in work. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Each Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the University.

(e) Business Auto Liability Insurance: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

(f) Proof of Insurance: The Contractor shall furnish the University with a Certificate of Insurance or, where requested by the University, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

11. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY

The Contracting Agency has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this contract, all facilities and activities of the Contractor as may be engaged in the performance of this contract. The Contractor shall provide reasonable access to accommodate such inspections at its own and subcontractor's facilities. The substance of this clause shall be incorporated in subcontracts by the Contractor.

RFP No. 24P0027MV – UA Wellness Services

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY The Contractor agrees to comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 and E.O. 11625 (EEO), 41 CFR 60 (EEO), 49 CFR 21 (Non-Discrimination). The Contractor shall include this provision in all subcontracts. If applicable, the parties hereby incorporate the requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5 (a) and 41 CFR § 60-741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at www.alaska.edu/titleIXcompliance/nondiscrimination

13. PROTECTION OF MINORS

(a) Contractor shall defend, indemnify and hold harmless the University, its Board of Regents, officers and employees, from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, subcontractors, agents or volunteers with minors including sexual abuse of minors as defined by Alaska statute.

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

(c) Contractor shall present the University with certification, prior to the commencement of work under this contract that all employees, directors, subcontractors, agents, or volunteers that may have contact with minors shall:

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAF;
- (3) Be prohibited from working under this contract involving minors if they:
 - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
 - ii. are a registered sex offender;

Page | 55

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

- iii. have been convicted of possession of child pornography.

(4) Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include:

- i. Minimum adult to minor ratios;
- ii. How to supervise minors during overnight activities;
- iii. A signed Code of Behavior;
- iv. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
- v. How to supervise minors during transition times, including drop-off and pick-up;
- vi. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
- vii. Missing Child Protocols

(5) Meet the all applicable requirements in this policy.

(d) It is the expectation of UAF that all contractors shall, at all times, be respectful of minors.

14. AUDIT, EXAMINATION, AND RETENTION OF RECORDS

(a) The Contracting Agency and its primary funding source may at reasonable times and places, audit the books and records of the Contractor and its subcontractors and may review the Contractor's accounting system, overhead rates, and internal control systems to the extent they relate to costs or cost principles applicable to this contract. The audit will be scheduled at a mutually agreeable time.

(b) In the conduct of audits or in meeting the audit requirements of the primary funding source, the Contracting Agency may require and evaluate Contractor compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract.

(d) The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

15. CONFIDENTIALITY OF INFORMATION

(a) There shall be no dissemination or publication, except within and between the Contracting Agency, the Contractor, and any subcontractors, of information developed under this contract without prior written approval of the Contracting Agency's Contract Administrator.

(b) Alaska Statute AS 14.40.453 provides for the confidentiality of research conducted by the University of Alaska. The public records inspection requirements of AS 09.25.110 - 09.25.121 do not apply to writings or records that consist of intellectual property or proprietary information received, generated, learned, or discovered during research conducted by the University of Alaska or its agents or employees until publicly released, copyrighted, or patented, or until the research is terminated, except that the university shall make available the title and a description of all research projects, the name of the researcher, and the amount and source of funding provided for each project. (AS 14.40.453)

(c) The Family Educational Rights and Privacy Act (FERPA) limits the use and redisclosure of personally identifiable information from student education records in paper, electronic or other form. Contractor agrees to hold education records of Contracting Agency in strict confidence. Contractor shall not use or disclose information from education records except as permitted or required by this contract. Contractor and its officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. Contractor shall not disclose the information to any other party without the prior consent of the student. Contractor shall conduct the Work in a manner that does not permit personal identification of students by individuals other than representatives of Contractor that have legitimate educational interests in the information. Contractor shall destroy or return the information to the Contracting Agency upon termination, cancellation, expiration or other conclusion of this contract, or when the information is no longer needed by Contractor for the purposes of this contract. If Contractor violates these conditions, the Contracting Agency will not allow Contractor access to education records for at least five years.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records. These measures shall be extended by contract to any subcontractors used by Contractor. Contractor shall, within one day of discovery, report to the Contracting Agency any use or disclosure of information from education records that is not authorized by this contract.

16. OWNERSHIP OF WORK PRODUCTS

Work products and non-expendable property produced or purchased under this contract are the property of the University of Alaska, except as otherwise specifically stated in the contract. Payments to the Contractor for services hereunder include full compensation for all such products produced or acquired by the Contractor and its subcontractors.

17. PATENTS AND COPYRIGHTS

(a) Patent Rights and Copyright of Works Under Contract:

(1) Any discovery or invention resulting from work carried on with the funding of this contract shall be subject to the applicable provisions of the University of Alaska regulations and Board of Regents Policies.

(2) University of Alaska regulations and Board of Regents Policies shall govern regarding copyrightable materials developed in the course of or under this contract.

(b) Patent Indemnity and Copyright Infringement:

The Contractor shall indemnify and save harmless the University of Alaska, its Board of Regents, and its officers and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Alaska.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

(c) The Contractor shall include provisions appropriate to effectuate the purposes of this provision in all subcontracts under this contract.

18. ASSIGNMENT

(a) Rights under this contract are not transferable, or otherwise assignable without the express prior written consent of the University of Alaska Chief Procurement Officer.

(b) The Contractor shall include provisions appropriate to effectuate the purpose of this provision in all subcontracts under this contract.

19. GOVERNING LAWS

This contract is governed by the laws of the State of Alaska, federal laws, local laws, regulations, and ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws, regulations, and ordinances which in any manner affects those engaged or employed in the performance, or in any way affects the manner of performance, of this contract.

20. PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes, and regulations, in connection with the performance of the work under this contract.

21. OFFICIALS NOT TO BENEFIT

(a) No member of or delegate to Congress, or other officials of the federal, State, political subdivision or local government, shall be admitted to any share or part of this contract or any benefit to arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

22. GRATUITIES

(a) If the Contracting Agency finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Contracting Agency, the State of Alaska, or any government agency in an attempt to secure a contract or subcontract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Contracting Agency may, by written notice to the Contractor, terminate this contract. The Contracting Agency may also pursue other rights and remedies that the law or the contract provides. However, the existence of the facts on which the Contracting Agency bases such findings shall be in issue and may be reviewed in proceedings under the Disputes provision of this contract.

RFP No. 24P0027MV – UA Wellness Services

(b) In the event this contract is terminated as provided in paragraph (a), the Contracting Agency may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and any other damages to which it may be entitled by law.

23. DEBARRED, SUSPENDED AND INELIGIBLE STATUS

Contractor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders #12549 and #12689. Contractor will immediately notify the Contracting Agency if Contractor is placed on this list.

24. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The basic text portion of the Professional Services Contract;
- (b) Appendix "B" Schedule of Items or Services;
- (c) General Provisions
- (d) Additional General Provisions;
- (e) Special Provisions;
- (f) Appendix "A" - Scope of Work
- (g) Other attachments to the Contract.

25. CONTRACT ADMINISTRATION

(a) The Contract Administrator is responsible for the technical aspects of the project and technical liaison with the Contractor. The Contract Administrator is also responsible for the final inspection and acceptance of all work required under the contract, including the review and approval of any and all reports, and such other responsibilities as may be specified in the Scope of Work or elsewhere in the contract.

(b) The Contract Administrator may be changed by the Contracting Agency at any time. The Contractor will be notified in writing by the Procurement Officer of any changes.

(c) The Contract Administrator is not authorized to make any commitments or otherwise obligate the Contracting Agency or authorize any changes which affect the contract price, terms, or conditions. No changes to price, terms, or conditions shall be made without the express prior authorization of the Procurement Officer.

(d) All Contractor requests for changes shall be in writing and shall be referred to the Contracting Agency Procurement Officer.

26. TAXES

(a) As a condition of contract performance, the Contractor shall pay when due all federal, state and local taxes and assessments applicable to the Contractor. The Contractor shall be responsible for its subcontractor's compliance with the requirements of this provision, including this statement, in every subcontract.

(b) The University of Alaska is a tax-exempt institution.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

27 DISPUTES

(a) Any disputes which may arise between the Contractor and the UAF, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30620-632, AS 36.30.670-695, and University of Alaska regulations and procedures.

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.687.

28. CHANGES (FIXED PRICE CONTRACT) (This provision is applicable only to fixed price contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or Specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) price, performance or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Any adjustment in contract price pursuant to this provision shall be determined in accordance with the Price Adjustment provision of this contract.

(e) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(f) Except as otherwise provided in this contract, no payment for any extras, for either services or materials, will be made unless such extras and the price therefor have been authorized in writing by the Procurement Officer.

29. PRICE ADJUSTMENT (FIXED PRICE CONTRACT) (This provision is applicable only to fixed price contracts.)

(a) Any adjustment in contract price pursuant to a provision of this contract shall be made in one or more of the following ways:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the contract or subsequently agreed upon;

(3) by costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(4) in such other manner as the parties may mutually agree; or

(5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

(b) The Contractor shall provide cost and pricing data for any price adjustments pursuant to the requirements of Alaska Statutes 36.30 and University of Alaska Procurement Regulations 23 AAC 05.

30. CHANGES (COST-REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement type contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) estimated cost, performance or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed subject to the limitation set forth in paragraph (e) of this provision. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated total cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated total amount. Until such a written modification is made, the Contractor shall not be obligated by any change directed under this provision to continue performance or incur costs beyond the then current total estimated dollar amount of the contract not including the prospective modification.

31. PAYMENTS TO THE CONTRACTOR (FIXED PRICE CONTRACT) (This provision is applicable only to fixed-price contracts.)

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

(a) The Contracting Agency will pay the contract price as hereinafter provided. The Contractor shall be paid, upon the submission of proper invoices, the prices stipulated herein for work products delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Contracting Agency when the amount due on such deliveries so warrants.

(b) Payments shall be based on approved Contractor's invoices submitted in accordance with this provision. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of goods or services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

(e) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. An item is in "dispute" when a determination regarding an item has been made by the Procurement Officer that the performance called for and or price invoiced is not in compliance with the terms and conditions of the contract.

32. PAYMENTS TO THE CONTRACTOR (COST REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement type contracts.)

(a) Payments shall be based on approved Contractor's invoices submitted in accordance with this article. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and 2 CFR 200 shall be used as criteria in the determination of allowable costs.

(c) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

33. EXCUSABLE DELAYS, EXTENSION OF PERFORMANCE PERIOD (COST REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement contracts.)

(a) A party to this contract shall not be held responsible for failure to perform the terms of this contract when performance is prevented by causes beyond the control and without the fault or negligence of the party. An extension of time may be allowed in circumstances of such delay provided that

- (1) reasonable notice and full particulars are given to the other party, and
- (2) that the cause of such failure or omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

(b) Circumstances or causes which may be deemed beyond the control of the party include acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or moratoriums or any other cause whatsoever whether similar or dissimilar to the causes herein enumerated, not within the reasonable control of the party which through the exercise of due diligence, the party is unable to foresee or overcome. In no event shall any normal, reasonably foreseeable, or reasonably avoidable operational delay be used to excuse or alter a party's obligation for full and timely performance of its obligations under this contract.

34. TERMINATION OR SUSPENSION OF WORK (COST-REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement contracts.)

(a) This contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the Contracting Agency terminates this contract, the Contracting Agency will pay the Contractor for work completed that can be substantiated in whole or in part, either by the Contractor to the satisfaction of the Contracting Agency, or by the Contracting Agency. If the Contracting Agency becomes aware of any nonconformance with this contract by the Contractor, the Contracting Agency will give prompt written notice thereof to the Contractor. Should the Contractor remain in nonconformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

(b) The Contracting Agency may at any time terminate (convenience termination) or suspend work under this contract for its needs or convenience. In the event of a convenience termination or suspension for more than 3 months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable termination settlement costs as determined by the Contracting Agency. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred costs applicable to this contract which the Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

(c) In the event of termination or suspension, the Contractor shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this contract to the Contracting Agency.

(d) Upon termination by the Contracting Agency for failure of the Contractor to fulfill its contractual obligations, the Contracting Agency may take over the work and may award another party a contract to complete the work under this contract.

PROCUREMENT & CONTRACT SERVICES

Request for Proposals No. 24P0027MV



Professional Services Contract General Provisions

(f) If after termination for failure of the Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth in the provision hereof entitled, "Excusable Delays, Extension of Performance Period," the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price may be adjusted as provided in this clause for convenience termination.

35. DEFINITIONS

(a) CHANGE ORDER - A written order signed by the Procurement Officer, directing the Contractor to make changes that the Changes provision of this contract authorizes the Procurement Officer to order without the consent of the Contractor.

(b) CONTRACT ADMINISTRATOR - The individual appointed to administer the contract for the Contracting Agency.

(c) CONTRACT MODIFICATION - A written alteration in specifications, delivery point, rate of delivery or performance, period of performance, price, quantity or other provisions of the contract accomplished by mutual action of the parties to the contract.

(d) CONTRACTOR - The entity providing services under this contract.

(e) NOTICE TO PROCEED - Written authorization from the Contracting Agency to the Contractor to provide all or specified services in accordance with the contract.

(f) PROCUREMENT OFFICER - The person who signed this contract on behalf of the University of Alaska, and includes a duly appointed successor or authorized representative.

(g) SCOPE OF WORK - Services and work products required of the Contractor by this contract.

(h) SUBCONTRACTOR - Entity engaged to provide a portion of the products or services by contract or purchase order with the Contractor which is a party to this contract. The term includes subcontractors of all tiers.

36. ALTERATIONS IN GENERAL PROVISIONS

Any deletion or modification of these General Provisions shall be specified in detail in subparagraphs added to this provision. Deletions or modifications of General Provisions, if any, are listed herein, and were made prior to the signature of the parties to the contract.