STATE OF ALASKA REQUEST FOR PROPOSALS

ALASKACARE SURGERY / TRAVEL COORDINATION AND VIRTUAL PHYSICAL THERAPY SERVICES

RFP 2024-0200-0172 / 02-113-24

ISSUED APRIL 18, 2024

THE DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT AND BENEFITS, IS SOLICITING PROPOSALS FOR ALASKACARE SURGERY / TRAVEL COORDINATION AND VIRTUAL PHYSICAL THERAPY SERVICES.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Division of Retirement and Benefits, is soliciting proposals for travel and surgery coordination and administration, and for a virtual musculoskeletal services program for the AlaskaCare Employee health plan and the AlaskaCare Retiree health plan. The RFP is structured to allow for proposals that address each product individually or across all products. The Division of Retirement and Benefits reserves the right to award one contract or multiple contracts across these services.

SEC. 1.02 BUDGET

The Department of Administration, Division of Retirement and Benefits, estimates a budget of between $6,500,000.00 and $7,500,000.00 dollars for completion of this project. Proposals priced at more than $7,500,000.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Standard Time on **May 9, 2024,** as indicated by email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

The offeror must clearly identify the Account Manager on Submittal Form B Experience and Qualifications. The offeror's firm must have experience in the same scope of work as required in this RFP and must include three client references for whom you provide, or have provided, the same services as required in this RFP.

The offeror's proposal must clearly demonstrate this experience, **currently or within the past five years, for at least three client organizations which must include:**

1. More than 10,000 employee participants for a least two years,
2. Experience working with a public sector retiree group, and
3. A government client for at least two years.

The same reference may be used to meet one or more of the above prior experience qualifications; however, three distinct references must be included with the offeror's proposal.

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

SEC. 1.05 REQUIRED REVIEW

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

received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

CONTRACTING OFFICER: Christine Mash, Email: doa.oppm.procurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.oppm.procurement@alaska.gov, as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line.

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

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

It is the offeror's responsibility to contact the issuing agency at doa.oppm.procurement@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		April 18, 2024
Pre-Proposal Conference	10:00 AM AKST	April 24, 2024
Last Day for Question Submittal		May 2, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM AKST	May 9, 2024
Initial Proposal Evaluation Meeting (approximately week of)		May 13, 2024
Interviews and Demonstrations (approximately week of)		May 20, 2024
Proposal Evaluations Complete (approximately week of)		May 27, 2024
Negotiations (approximately week of)		June 3, 2024
Notice of Intent to Award (approximately week of)		June 17, 2024
Contract Issued		July 1, 2024

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

SEC. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal **TELECONFERENCE** will be held at **10:00 AM**, Alaska Time, on **APRIL 24, 2024,** via Microsoft teams meeting. The purpose of the **TELECONFERENCE** is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

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

must register with the Contracting Officer via email at doa.oppm.procurement@alaska.gov. Offerors who register shall be provided with a team's calendar invite. Attending the teleconference is not mandatory.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Administration, Division of Retirement and Benefits (Division), manages the State of Alaska's retirement system and health benefit plans. The Division's scope of work includes serving as the point of contact for administrative, legal, legislative, and procedural issues regarding the management of retirement systems, state-sponsored health, dental, and supplemental benefits, and member service.

The Commissioner of the Department of Administration is the Plan Administrator for the state's retirement systems and the AlaskaCare health plans. Policy development and operational duties are delegated to the Division. In addition to managing the day-to-day operations of the retirement systems and health plans, the Division also provides benefit education to both retirees and prospective retirees of the State of Alaska and participating political subdivisions.

The AlaskaCare Employee plan has a travel and surgery program that went into effect August 1, 2018, and a virtual physical therapy program that went into effect July 15, 2021. The Division wants to extend these program offerings to include both the AlaskaCare Employee plan and the AlaskaCare Retiree plan which includes both pre-Medicare and Medicare retirees.

AlaskaCare Employee Plan:

- 2023 Subscribers: 6,014 employees
- 2023 Total Covered Lives: approximately 14,717 lives

AlaskaCare Employee Plan members may select from three medical plans: standard, economy, and a consumer-choice plan. Plan design details including cost share requirements and travel benefits are available at the following link: https://drb.alaska.gov/employee/healthplans.html#booklets.

AlaskaCare Retiree Plan:

AlaskaCare Retiree Plan offers two medical plans, a Defined Benefit (DB) and a Defined Contribution (DC) plan, for retirees from the Public Employees' Retirement Systems (PERS), Teachers' Retirement System (TRS), and the Judicial Retirement System (JRS). Under both plans, AlaskaCare becomes the secondary payor to Medicare once the member reaches age 65. Additionally, it should be noted that these retiree benefits are protected by state statute. Medicare primary members must have the same benefits that are offered to retirees that have not reached age-eligibility for Medicare.

Approximately 65% of retiree plan members are Medicare age eligible.

- Subscribers: 47,340 retirees
- Total Covered Lives: approximately 77,928 lives

Plan design details for the DB plan, including cost share requirements and travel benefits, are available at the following link: https://drb.alaska.gov/retiree/healthplans.html#retireebooklets.

Plan design details for the DC plan, including cost share requirements and travel benefits, are available at the following link https://drb.alaska.gov/retiree/healthplans.html#retireebooklets.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Division of Retirement and Benefits (DRB) is soliciting proposals for travel and surgery coordination and administration, and for a virtual musculoskeletal services program for all members of both the AlaskaCare Employee health plan and the AlaskaCare Retiree health plan.

Offeror's may propose on the following two components separately:

- Employee and Retiree – Surgery and travel services.
- Employee and Retiree – Virtual musculoskeletal services.

Or offerors may propose on the combination of the following components:

- Employee and Retiree – Surgery and travel services; and Virtual musculoskeletal services.

Use of subcontractors for completion of any or all of these components is permitted and must be detailed in the Offeror's proposal.

The offeror's firm must be capable of:

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

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be July 1, 2024, through June 31, 2027, with two one-year renewal options at the state's discretion. The contract(s) awarded from this RFP may be awarded prior to a current contract, for a portion of the services, expiration date to allow for the implementation process of the new contract.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The offeror must provide the following deliverables, to be made available for members of the AlaskaCare Employee plan and AlaskaCare Retiree plan:

Surgery and Travel Coordination and Administration:

A. Travel coordination of eligible members and their adult companions to high-quality, cost-efficient care sites, including hotel, per diem for food, and miscellaneous expenses.

B. Access to a network of quality surgeons with pre-negotiated bundled rates to reduce cost.

C. Guide members through the provider selection process and provide highly designated concierge level care coordination to members who receive procedures.

D. Regularly deliver reports of appropriate metrics which gauge the effectiveness and success of the program including financial savings. The reports would be required to be delivered on a cadence of the DRB's choosing.

E. Communicate the program, products, and services to participants through print and/or electronic communications. These communications should be done on a regular basis with a scheduled mutually agreed upon by the Offeror and the State, and at the Offerors expense.

F. Integrate and coordinate with current medical third-party administrator, Aetna, on eligibility and claims administration.

G. ACA compliant medical appeals support.

H. Support travel coordination as a stand-alone service for members who are Medicare eligible; and members seeking travel benefits which may not be contracted as a part of a bidder's network.

Virtual Musculoskeletal Services:

A. Access to virtual musculoskeletal services that include a complete clinical care team.

B. Provide care programs for different musculoskeletal needs, such as prevention, acute injury, chronic injury, or surgery alternative.

C. Regularly deliver to the DRB, reports of appropriate metrics which gauge the effectiveness and success of the program including financial savings. The reports would be required to be delivered on a cadence of the DRB's choosing.

D. Communicate the program, products, and services to participants through print and/or electronic communications. These communications should be done on a regular basis with a scheduled mutually agreed upon by the Offeror and the State, and at the Offerors expense.

The Offeror must meet the timeline for implementation on or before January 1, 2025.

The State currently has a contractor providing a portion of the services identified in the RFP. The current contract will be expiring December 31, 2024. The Apparent Awardee may need to coordinate with the current contractor during the implementation process.

In order for the state to understand the proposed plans, offered services, and the offeror's ability to provide the listed deliverables, offeror's proposals must include a fully completed Submittal Form F and G requirements.

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.07 LOCATION OF WORK

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

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

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

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

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

SEC. 3.08 SUBCONTRACTORS

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

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

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

  If a subcontractor on the list will be performing work within Alaska and did not have a valid Alaska business license at the time the proposals are due, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and that all performance guarantees apply to the offeror regardless is the services are provided by a subcontractor.

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

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

SEC. 3.09 JOINT VENTURES

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

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.11 CONTRACT PERSONNEL

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

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

All AlaskaCare member's HIPAA information

All AlaskaCare member's personal information

(a) Name,
(b) Address,
(c) Telephone number,
(d) Medical information,
(e) Disability information, and
(f) All other personal information.

To access the claims file and census files needed to prepare the financial components of this opportunity, the offeror must complete and submit a Non-Disclosure Agreement (NDA) form to the contracting officer, as provided as an attachment to this RFP.

The State will not furnish or provide these files to any offeror until receipt of this agreement. The State reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to any of the files.

Upon receipt of the NDA and verification of the offeror's eligibility to receive the files, the offeror will be provided access to the following information:

Claims File: This file provides de-identified claims detail for the State for the period of January 2023 – December 2023. The file includes zip codes for all providers utilized in the data period and should be used to conduct the pricing component of this opportunity.

Census Files: These files provide information including participant residence zip codes and should be utilized for the access analysis.

Access to these files will be provided to the offeror by the contracting officer once the NDA are agreed to and accepted. The files will be provided to the offeror within five business days upon receiving the signed agreement.

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

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

SEC. 3.15 INDEMNIFICATION

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

SEC. 3.16 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under $100,000	$300,000 per Claim/Annual Aggregate
$100,000-$499,000	$500,000 per Claim/Annual Aggregate
$500,000-$999,999	$1,000,000 per Claim/Annual Aggregate
$1,000,000 or over	Refer to Risk Management

SEC. 3.17 TERMINATION FOR DEFAULT

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

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

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

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be removed and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be removed by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	**5**
Submittal Form C – Understanding of the Project	**5**
Submittal Form D – Methodology Used for the Project	**5**
Submittal Form E – Management Plan for the Project	**5**
Submittal Form F – Mandatory Qualifications	
Submittal Form G – Contractual Requirements	
Submittal Form H – Subcontractors	
Submittal Form I – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

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

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

By signature on the form, the offeror certifies they comply with the following:

a) the laws of the State of Alaska;

b) the applicable portion of the Federal Civil Rights Act of 1964;

c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

e) all terms and conditions set out in this RFP;

f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

a) The complete name and address of offeror's firm along with the offeror's Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

g) Alaska preference qualifications.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the experience of the Account Manager and personnel assigned to accomplish the work called for in this RFP; and outline the client team responsible and accountable for the completion of each component and deliverable of the RFP. Offeror must include resume for the

Account Manager assigned to this RFP, as well as the core team members. Resumes must include education and work experience details.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Offeror must include resumes for all project team members assigned to this RFP. Resumes must include education and experience.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

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

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. The offeror must identify pertinent issues and potential problems related to the project and solutions to the problem.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. This can include narratives on the Offeror's value proposition, such as, network contracting strategy, quality review, second opinions, the Offeror's overall platform, etc. This section should serve as each Offeror's opportunity to provide your value proposition to meet requirements of this RFP. The offeror must identify pertinent issues and potential problems related to the project and solutions to the problem.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. This form should be used to discuss the member service experience. Offeror's must provide those key aspects of their model that are critical to ensure members are properly serviced. For example, how does your customer service center address member needs, how are members outreached to, etc. The offeror must identify pertinent issues and potential problems related to the project and solutions to the problem.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 MANDATORY QUALIFICATIONS (SUBMITTAL FORM F)

The offeror must complete and submit this Submittal Form.

SEC. 4.09 CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM G)

The offeror must complete and submit this Submittal Form.

SEC. 4.10 SUBCONTRACTORS (SUBMITTAL FORM H)

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

SEC. 4.11 INTERVIEWS AND DEMONSTRATIONS

The state will conduct interviews and demonstrations with the offerors who have scored above the natural point break with the highest ranking after evaluation and scoring of technical proposals is completed. Interviews will be held with the Account Manager and personnel assigned to accomplish the work on Submittal Form B. No substitutes or proxies will be allowed. Individuals who fail to attend the interview at the date and time scheduled will be given a "0" score.

Each individual's interview will be scheduled for 30 minutes. Interviewees are prohibited from making any reference to their proposed cost/fee. Interviewees may not bring notes, presentation materials, or handouts. The State will interview Account Manager and personnel assigned to accomplish the work identified on Submittal Form B separately (not as a team). Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews.

Interviews will be conducted via Microsoft Teams. If selected for an interview, the state will notify the offeror of the time and date the interview is scheduled. The state anticipates giving approximately five-day notice of interview date and time.

Directly after the interview, the offeror shall be required to provide a demonstration as identified below.

Each demonstration must not exceed two hours. Demonstrators are prohibited from making any reference to their proposal's cost/fee. Demonstrations will be conducted via Microsoft Teams and demonstrations will be recorded. The Account Manager must be part of the demonstration team which may include other members of their project team.

The natural point break with the highest ranking offerors must demonstrate their system features and program offerings to include the following:

- Member portal(s).
- State portal.
- Virtual physical therapy hardware and platform.

- Example of a virtual physical therapy session.
- Any other frequently utilized member or state facing systems.
- Any other additional features or programs the offeror deems relevant for these services.

The State will strictly enforce the two-hour time limit. Offerors must be prepared to start the demonstration on time. If selected for the interview and demonstration process the state will notify the offeror of the time and date

SEC. 4.12 COST PROPOSAL (SUBMITTAL FORM I)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed. Total cost will be determined based on the full contract period request and will encompass all administrative and claims costs.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7) The procurement officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences and will identify the offerors who have scored above the natural point break with the highest ranking.
8) The state will conduct interviews and demonstrations as outlined in Section 4.11.
9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
10) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria		**Weight**
Responsiveness		Pass/Fail
Mandatory Qualifications	(Submittal Form F)	Pass/Fail
Contractual Requirements	(Submittal Form G)	Pass/Fail
Subcontractors	(Submittal Form H)	Pass/Fail
Qualifications Criteria		**Weight**
Experience and Qualifications	(Submittal Form B)	150
Understanding of the Project	(Submittal Form C)	100

Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	50
Interviews and Demonstrations		150
	Total	600
Cost Criteria		**Weight**
Cost Proposal	(Submittal Form I)	300
	Total	300
Preference Criteria		**Weight**
Alaska Offeror Preference (if applicable)		100
	Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

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

1) Questions regarding the personnel:

a) Do the individuals assigned to the project have experience on similar projects?

b) Is the offeror based and owned solely in the United States?

c) Is the Account Team clearly identified?

d) Does the offeror's firm meet the prior experience requirements of Sec. 1.04?

e) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

f) How extensive is the applicable education and experience of the personnel designated to work on the project?

g) How extensive is the applicable education and experience of the Account Manager and the project team designated to work of the project?

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

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

b) How successful is the general history of the firm regarding timely and successful completion of projects?

c) Has the firm provided letters of reference from previous clients?

d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

e) Did the offeror provide resumes for the subcontractor?

   i) Did the offeror provide reference names and phone numbers for similar projects the subcontractor firm has completed?

f) Is the subcontractor and owned solely in the United States?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

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

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

2) How well has the offeror identify pertinent issues and potential problems related to the project and solutions to the problem?

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

2) How well does the methodology match and achieve the objectives set out in the RFP?

3) Does the methodology interface with the time schedule in the RFP?

4) The offeror must identify pertinent issues and potential problems related to the project and solutions to the problem.

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

2) How well does the management plan illustrate the lines of authority and communication?

3) Is the organization of the project team clear?

4) How well is accountability for project requirements and deliverables completely and clearly defined by management positions, authority, and communication?
5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
6) Does it appear that the offeror can meet the schedule set out in the RFP?
7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8) To what degree is the proposal practical and feasible?
9) The offeror must identify pertinent issues and potential problems related to the project and solutions to the problem.

SEC. 5.08 INTERVIEWS AND DEMONSTRATIONS

PEC will conduct interviews with the Account Manager and personnel assigned to accomplish the work identified on Submittal Form B from the offerors who have scored above the natural point break with the highest ranking. A system demonstration will be held directly after the interview process as identified in section 4.11.

SEC. 5.09 CONTRACT COST (COST PROPOSAL SUBMITTAL FORM I)

Offerors total cost for the surgery COE will be evaluated on two components – administrative costs/fee quote and claims costs/bundle pricing quote. Claims cost will be a result of each Offeror's proposed center of excellence (COE) solution, the procedures covered by the Offeror's COE, and savings produced by the Offeror's pricing arrangements.

Offerors total cost for the virtual PT will be evaluated on the administrative costs/fee quotes.

Overall, a maximum of **300 POINTS** of the total evaluation points will be assigned to the claim cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

Step 1
List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case $40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

*$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = **374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

SEC. 5.10 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	**900 points (800 points + 100 points)**

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via Microsoft Teams meeting.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

Application Of Preferences

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

A. sole proprietorship owned by an Alaska veteran;

B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 6.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.15 QUALIFIED OFFERORS

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

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

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

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.18 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: https://www.state.gov/trafficking-in-persons-report/

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

SEC. 6.19 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.21 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the

Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.,* 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.22 ASSIGNMENT

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

SEC. 6.23 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.24 DISPUTES

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

SEC. 6.25 SEVERABILITY

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

SEC. 6.26 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the

state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 6.27 SOLICITATION ADVERTISING

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

SEC. 6.28 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Submittal Form A - Offeror Information (seven pages);
2) Submittal Forms B-E (four pages);
3) Submittal Form F- Mandatory Qualifications (two pages);
4) Submittal Form G – Contractual Requirements (four pages);
5) Submittal Form H – Subcontractors (one page);
6) Submittal Form I – Cost Proposal (two spreadsheets);
7) Standard Contract Form for Professional Services (three pages); and
8) Non-Disclosure Agreement (five pages).