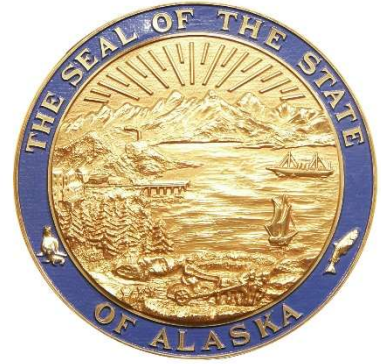


# STATE OF ALASKA REQUEST FOR PROPOSALS



<b>TITLE OF RFP:</b>	Travel Management Services (TMS)
<b>RFP NUMBER:</b>	2026-0200-0065
<b>RFP ISSUED DATE:</b>	Wednesday, September 10, 2025
The Department of Administration, Division of Finance, is soliciting proposals from vendors interested in providing travel management services to the State of Alaska. It will be a requirement that all state-funded travel, including Medicaid, be booked under the resulting contract.	

## ISSUED BY

<b>Department of</b>	Administration
<b>Division of</b>	Finance
<b>Procurement Officer:</b>	Brooke Cashion
<b>Phone</b>	907-269-0576
<b>Email</b>	Brooke.Cashion@alaska.gov
<b>SUBMIT PROPOSALS TO:</b>	Via email to: <a href="mailto:doa.oppm.procurement@alaska.gov">doa.oppm.procurement@alaska.gov</a>

## 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 Finance**, is soliciting proposals from vendors interested in providing travel management services to the State of Alaska. It will be a requirement that all state-funded travel, including Medicaid, be booked under the resulting contract.

### SEC. 1.02 BUDGET

Since the expenditures are based on pass-through costs subject to the volume of scheduled travel to include federally-reimbursed Medicaid travel, there is no specific identified budget for the services. However, Offerors are required to provide their most competitive unit costs for each identified task defined in the scope of services, and cost will be an evaluated factor as described in SEC. 5.09 of this RFP.

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 4:00 PM prevailing Alaska Time on **Monday, October 20, 2025** as indicated by email timestamp; 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:

1. The Offeror's legal entity/firm must have implemented and operated an online booking tool in the last five years for at least one corporate or government client with at least 6,000 traveler profiles. The client must have had travel expenditures of at least \$3 million annually at the time the services were provided. Offeror must include a letter from the client to the procurement officer describing the number of traveler profiles that were managed in the online booking tool.
2. A Manager and Assistant Manager: The Contractor shall provide a manager and an assistant manager, designated to this contract and immediately accessible by the state travel team, to manage all contracted travel agents. The proposed individuals must have the following years' experience managing travel accounts for at least two corporate or government clients. Each client must have had travel expenditures of at least \$3 million annually at the time the services were provided:
  - Manager – 5 years; and
  - Assistant Manager – 2 years.
3. Offeror must be an enrolled Medicaid provider prior to arranging Medicaid recipient travel. Offerors that are already enrolled providers must include their provider number in the RFP response. Offerors that are NOT yet enrolled providers must indicate in the RFP response that they will become an enrolled provider by November 2026 or commencement of services; failure to become an approved, enrolled provider prior to the scheduled commencement of services may result in the state terminating the contract for default.
4. The Contractor and any Subcontractor(s) are required to comply with HIPAA requirements to protect the privacy of information and to provide for the security of protected health information (PHI) disclosed for the purposes of fulfilling this contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and any other regulations promulgated by appropriate federal agencies, and with other applicable state or federal laws. Compliance with HIPAA includes but is not limited to compliance with Title 45, Section 164 of the Code of Federal Regulations, as may be amended from time to time.

5. Contractor must follow electronic claims processing procedures as directed by the Department of Health, Health Care Services (HCS), using the current Medicaid Management Information System (MMIS). (See <https://extranet-sp.dhss.alaska.gov/hcs/medicaidalaska/Provider/Sites/BillingManuals.html> for applicable information.)
6. Contractor must provide the State of Alaska with its own ARC (Airlines Reporting Corporation number) and IATA (International Air Transport Association) number, along with ticketing capabilities. The Contractor is responsible for all the associated fees for these numbers and must maintain them at no cost to the state for the entire term of the contract.
7. Contractor must accept the current payment methods outlined in SEC 3.08 Proposed Payment Procedures for each type of travel under the contract.
8. All contracted personnel will be subject to background checks and required to sign and adhere to a state travel confidentiality agreement.

Offerors must document their qualifications that meet these mandatory requirements on the form included as **Attachment 1**.

### **SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of Offeror's proposals upon which award could not be made.

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

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

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

**PROCUREMENT OFFICER: Brooke Cashion**

**EMAIL ADDRESS:** [brooke.cashion@alaska.gov](mailto:brooke.cashion@alaska.gov)

### **SEC. 1.07 RETURN INSTRUCTIONS**

All proposals must be submitted via email. No hard copies, facsimiles, or electronic files on removable media (e.g. "thumb drives" or external hard drives) will be accepted.

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. The state recommends sending your emailed proposal 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 procurement officer at [brooke.cashion@alaska.gov](mailto:brooke.cashion@alaska.gov) to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this solicitation. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to award of a contract will be notified by the Procurement Officer. Failure of an Offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

### **SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the Procurement Officer of record as seen on the front page of this RFP no later than ten days prior to the closing of the RFP to make any necessary arrangements.

### **SEC. 1.10 AMENDMENTS TO PROPOSALS**

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

### **SEC. 1.11 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, 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. 1.12 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 prevailing Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	NA	9/10/2025
Pre-Proposal Teleconference	10:00AM	10/2/2025
Deadline for Receipt of Proposals / Proposal Due Date	4:00PM	10/20/2025
Initial Proposal Evaluation Meeting (approximately)	NA	10/23/2025
Interviews (approximately week of)	NA	10/27/2025
Proposal Evaluations Complete (approximately)	NA	11/7/2025
Negotiations (approximately week of)	NA	11/10/2025
Notice of Intent to Award (approximately)	NA	11/13/2025
Contract Issued	NA	11/24/2025

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

### **SEC. 1.13 PRE-PROPOSAL TELECONFERENCE**

A non-mandatory pre-proposal virtual teleconference will be held at **10:00 AM, Alaska Time, on October 2, 2025**. 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. Prospective Offerors are encouraged to send questions in writing to [brooke.cashion@alaska.gov](mailto:brooke.cashion@alaska.gov) prior to the teleconference. 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. Participants may dial into the meeting using the following number:

#### **Via Microsoft Teams:**

Meeting ID: 284 650 348 797 7

Passcode: GT2Pu2iU

Meeting Link: [CLICK TO JOIN](#)

#### **Dial in by Phone:**

+1 907-202-7104,,93318316#

Phone conference ID: 933 183 16#

### **SEC. 1.14 ALTERNATE PROPOSALS**

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

### **SEC. 1.15 NEWS RELEASES**

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

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## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 ABOUT THE DIVISION

The Division of Finance provides statewide accounting, payroll, and travel services for state government. The Division's scope of work includes general ledger accounting including budgets and vendor payments for all three branches of State government, electronic commerce services including electronic vendor payments and the One Card Alaska charge card payment program, the Comprehensive Annual Financial Report and other statewide reporting responsibilities including oversight of single audit requirements, support of the state enterprise resource management system, and payroll services and leave accounting.

### SEC. 2.02 ABOUT THE EXISTING SERVICE

The Department of Administration administers the managed travel program, **E-Travel**, serving the State of Alaska Executive Branch, including employees, members of boards and commissions, inmates, witnesses, and other individuals that travel on official State business. The E-Travel program was launched in 2009. The E-Travel program provides air transportation, lodging, rental car services and other transportation methods, with approximately 80% of bookings made through the online booking tool.

All state-funded travel is booked under the resulting contract, to include air and ferry services for Alaska Medicaid members; however, Medicaid travel authorized by Tribal Travel Management Offices is booked directly through those offices and is excluded from the scope of this contract. Medicaid travel is concentrated in rural Alaska, though urban and suburban travel is occasionally booked.

During the state's fire season (typically running from approximately April through October of each year), the Department of Natural Resources (DNR)'s fire-suppression staff require 24/7 support for booking urgent travel related to their fire suppression efforts. Often these flights are to rural, remote areas. Some student travel is booked in groups in spring and fall for Department of Education.

The state has 16 departments, 1139 state travel planners, and 18,263 employees. Additional state entities may also book travel through this contract, such as the University of Alaska.

E-Travel is comprised of:

1. Travel policies contained in [AAM 60 \[PDF\]](#)
2. E-Travel Online, the online booking used for researching, approving, purchasing, and reimbursing
3. Travel Management Contractor, which is currently Corporate Travel Management
4. Other contracts with vendors in the travel industry including airlines, hotels, and rental car agencies
5. E-Travel Management Team (ETMT), which includes the State Travel Manager, as well as others from the Division of Finance that support this program, also known as State Travel Office (STO)
6. Travel coordinators, travel administrators, and travel planners within each department
7. Employees and others traveling on official State business

The State of Alaska's current vendor partner is **Corporate Travel Management (CTM)**. The State of Alaska's current statewide travel management contract is scheduled to conclude in November 2026. For Medicaid recipients, CTM has established a call-in center staffed by approximately 8 travel agents, managing requests via a toll-free designated Medicaid phone number. Medicaid recipients do not utilize the online booking tool for independently booking travel currently; however, recipients may use the tool for emailing the customer service agents for assistance with booking or requesting a specific reservation.



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The state has realized significant travel cost savings year over year since the program was initiated: <https://doa.alaska.gov/dof/travel/reports.html>. In FY24 the Medicaid and Executive Branch volume of airline tickets was 60,000 and the state realized cost savings of approximately \$2,700,000 in FY24 and \$3,200,000 in FY23.

### **SEC. 2.03 IMPORTANT REFERENCE MATERIALS**

Alaska Administrative Manual: <https://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

Commonly Used Travel Terms: <https://doa.alaska.gov/dof/travel/terms.html>

Medicaid Transportation and Accommodation Provider Manuals:

- [Transportation and Accommodations Services](#)
- [Transportation and Accommodations Claims Management](#)
- [Arranging Patient Travel Instructions](#)
- [Requesting Travel Quick Reference Guide](#)

### **SEC. 2.04 EXISTING CHALLENGES**

Rural travel in Alaska often involves unique challenges due to the vast distances, limited road access, and harsh climate.

### **SEC. 2.05 CURRENT FINANCIAL CONTRACT AND STRUCTURE**

The state's current provider is Corporate Travel Management (CTM). This contract has been in place since November 2016. The current contract includes pass-through pricing with a per-transaction fee for booked travel (including airfare and ferries, accommodations and rental vehicles).

The state has executed airfare contracts with Alaska Airlines, as well as air carriers in rural areas. Additionally, the state has executed vehicle rental contracts through NASPO ValuePoint for rentals in-state and nationwide.

The current travel management contractor has negotiated hotel contracts within Alaska on the state's behalf; the successful Offeror may be required to assist the state with similar services during the term of the resulting contract from this solicitation.

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## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The state is soliciting proposals from qualified and experienced firms to provide travel arrangements and travel management services for the State of Alaska from a centralized state travel office. With the issuance of this RFP, the state is focusing on providing exceptional customer service coupled with reduced costs for travelers while improving overall value. This RFP provides an opportunity for Offerors to showcase what they bring to the table and demonstrate leadership in these areas. We encourage Offerors to demonstrate a strong customer service component and show how they can achieve significant cost reductions for the state while maintaining quality service. Accurate, consistent, timely, and comprehensive management reporting is also critically important.

### SEC. 3.02 GOALS AND OBJECTIVES

The State of Alaska intends to establish a cost-effective, well-managed travel program that secures lower negotiated rates, provides increased data visibility through robust reporting, enables tighter control of spending, enhances access to critical safety and security information for travelers, and ensures comprehensive policy adherence across all state travel. This will be achieved by leveraging expertise in travel management, technology, and a strong understanding of Alaska's unique travel infrastructure, particularly rural air services.

The state is seeking proposals for an Online Booking Tool to facilitate booking for both Executive Branch and Medicaid travel in addition to agent-assisted transactions.

The successful Offeror will:

- Provide high-quality, exceptional customer service.
- Provide fiscally sustainable, high-quality benefits.
- Provide transparency in pricing and fees structures.
- Provide high accuracy in claims processing.
- Provide ongoing rate negotiation on behalf of the state for booking partners such as hotels, airlines, car rental services not on state contracts, and others.
- Demonstrate their ability to manage travel in Alaska and rural travel for Medicaid
- Support the state in identifying, recommending and implementing innovative quality-oriented processes and procedures to achieve state objectives, reducing costs, and improving quality of service.
- Provide effective tools and resources to support travelers and travel planners
- Provide seamless implementation of an online booking tool for the state, including providing training and assistance to Executive Branch and HCS staff, Medicaid providers, and travelers.

It is the intent of the state to award one single contract for all services detailed in this RFP. Proposals for only a portion of the scope of services (e.g. only an online booking tool with no provision of agent support) will be rejected as non-responsive.

The current contract for these services concludes on November 8, 2026. **Implementation of the new online booking tool as proposed by the successful Offeror is anticipated to be completed prior to that date.**

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### SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The state intends to execute a contract by the end of November, 2025. During the first calendar year of the contract (i.e. from approximately November 2025 – November 2026), the state anticipates a transition period from the previous Online Booking Tool to the new Booking Tool proposed by the successful Offeror. During this time, the successful Offeror will NOT provide travel agent or assistance services, as this period will run parallel to the current contract with CTM's final year. The successful Offeror will be expected to manage the transition and to ensure full successful implementation by the expiration of the current CTM contract. Upon written acceptance by the state, the contract will commence with live travel booking and agent services at the start of the second calendar year, approximately November 2026.

The length of the initial contract term will be from the date of award, approximately November 24, 2025, through November 30, 2029, with the option to renew for THREE additional TWO-YEAR terms under the same terms and conditions as the original contract for a total contract term of approximately ten years. Renewals will be exercised at the sole discretion of the state.

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. 3.04 DELIVERABLES

The awarded Offeror will be required to provide, perform, or deliver the following (including but not limited to):

- **Profile Management:** Establishment and ongoing maintenance of traveler and departmental profiles, with existing profiles being migrated without loss of data.
- **Web-Based Booking Tool:** Provision of an online platform for travel bookings and the migration of existing data from the current tool to the new tool.
- **Implementation of Online Booking Tool:** Manage and provide all support, development, and technical services required to ensure the successful transition from the previous Online Booking Tool to the new Tool proposed by the Offeror. This includes user acceptance testing (UAT), training to all state staff including travelers, and providing technical documents and materials.
- **Multi-channel Travel Request Processing:** Handling travel requests received through the web-based booking tool, telephone, and email, and making corresponding travel arrangements. This includes Medicaid travelers, who previously booked travel primarily via telephone.
- **Online Resolution System:** Implementation of a web-based system for facilitating issue resolution.
- **Quality Assurance and Reporting:** Ensuring quality control over all services delivered and providing regular reports on performance to the state.
- **Support Services:** Assisting the state with complex or specialty services such as seasonal support for fire suppression travel needs, multi-origin emergent travel, and other services as agreed upon by both parties throughout the contract term.
- **Training Services:** Delivering essential training to state Executive Branch travel arrangers and all other users of the travel system.
- **Traveler Satisfaction Measurement:** Conducting regular surveys to gauge traveler satisfaction and report quarterly on the findings.
- **Discounted Rate Negotiation:** Actively negotiating and securing discounted travel rates for the state.

- **Travel Data Management:** Comprehensive management, analysis, and reporting of all travel-related data.
- **24/7 Customer Support:** Providing round-the-clock customer support to STO personnel, state-sponsored travelers, and relevant state agency staff (travel desk personnel, travel coordinators, and financial staff).
- **Quarterly review meetings:** Contractor performance will be reviewed by the State of Alaska on a quarterly basis.

### SEC. 3.05 MANDATORY REQUIREMENTS

Offerors must submit supporting documentation as part of their proposals to verify that their firm meets the following requirements. Failure to provide substantiating documentation (Attachment 1) will result in the state rejecting the proposal as non-responsive.

Offeror is responsible for ensuring compliance with Alaska Statute, Alaska Administrative Manual (AAM), State Travel Policy, and State Information Security Policy.

- <https://www.akleg.gov/basis/statutes.asp>
  - <https://doa.alaska.gov/dof/manuals/aam/>
  - <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>
  - <https://oit-int.alaska.gov/policy/information-security-policies/>
1. Offeror's legal entity/firm must have provided travel services similar to those described in this RFP to at least three corporate or government clients. Each client must have had travel expenditures of at least \$3 million annually at the time the services were provided.
  2. Offeror's legal entity/firm must have implemented an online booking tool in the last five years for at least one corporate or government client. The client must have had travel expenditures of at least \$3 million annually at the time the services were provided. If the proposed project management staff were not employed by the Offeror's firm at the time of these implementations, the Offeror's proposal must include resumes/bios which clearly show the proposed staff have the same relevant experience at their prior employment.
  3. Offeror must be an enrolled Medicaid provider prior to arranging Medicaid recipient travel. Offerors that are already enrolled providers must include their provider number in the RFP response. Offerors that are NOT yet enrolled providers must indicate in the RFP response that they will become an enrolled provider by November 2026 or commencement of services; failure to become an approved, enrolled provider prior to the scheduled commencement of services may result in the state terminating the contract for default.
  4. The Contractor and any Subcontractor(s) are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements to protect the privacy of information and to provide for the security of protected health information (PHI) disclosed for the purposes of fulfilling this contract in compliance with HIPAA and any other regulations promulgated by appropriate federal agencies, and with other applicable state or federal laws. Compliance with HIPAA includes but is not limited to compliance with Title 45, Section 164 of the Code of Federal Regulations, as may be amended from time to time.
  5. Contractor must follow electronic claims processing procedures as directed by the Department of Health, Health Care Services (HCS), using the current Medicaid Management Information System (MMIS).

6. Contractor must provide the State of Alaska with its own ARC (Airlines Reporting Corporation number) and IATA (International Air Transport Association) number, along with ticketing capabilities. The Contractor is responsible for all associated fees for these numbers and must maintain them at no cost to the state for the entire term of the contract.
7. All contracted personnel will be subject to background checks and required to sign and adhere to a state travel confidentiality agreement.
8. Offerors must accept the payment methods as outlined in SEC. 3.08: Proposed Payment Methods.

Offerors must document their acceptance and qualifications that meet these mandatory requirements on the form included as **Attachment 1** to this RFP.

## **SEC. 3.06 GENERAL REQUIREMENTS**

### **A. State-Funded Travel Requirements**

1. Contractor must accept travel requests via **telephone and e-mail**, but the primary vehicle for arrangements will be a web-based online booking system provided by the Contractor.
  - a. **Normal Business Hours Response time:** Contractor will provide staffing sufficient to answer 90% of calls within 90 seconds and return all calls, messages, and/or emails within thirty (30) minutes of receipt and provide assistance with booking or modifying travel.
  - b. **After- Hours Response Time:**  
Contractor will provide staffing sufficient to return all calls, messages, and/or emails within one (1) hour of receipt and provide assistance with booking or modifying travel when traveler is in travel status currently or will be traveling within the next three (3) calendar days.
2. Contractor will provide complex and/or specialty services, such as Department of Natural Resources seasonal support, Department of Education travel, and other ad-hoc services agreed upon by the parties.
  - a. **Response time:** Contractor will provide staffing sufficient to return all calls, messages, and/or emails within 30 minutes of receipt during normal business hours and one (1) hour during after-hours, and provide assistance with booking or modifying travel when a service is designated as complex or specialty.
  - b. **Complex/Specialty Surcharge:** Contractor may charge a surcharge for services which are designated as complex or specialty (including but not limited to: booking travel with multiple origins for the Department of Natural Resource's fire suppression season; booking travel for attendees of the Department of Education's Mt. Edgecumbe school, etc.).
    - i. Fees for complex and/or specialty services will be added to the contract via amendment. Under no circumstances may the Contractor invoice the state for fees related to complex or specialty services without an amendment authorizing the fees. The amendment must be executed prior to the services being provided.

### **B. Medicaid Recipient Travel Requirements**

1. The primary mechanism currently for booking Medicaid-funded travel is via **telephone**. Contractor must be appropriately staffed and trained to manage incoming telephonic requests for Medicaid air and ferry travel; currently, lodging and ground transportation is not managed through this contract.
2. A crucial requirement for this contract is the ability to effectively manage travel in rural Alaska. This demands a strong understanding of the region's geography and its vendor community. The state

highly values travel agents who can demonstrate this expertise. Contractor must follow electronic claims processing procedures as directed by the HCS using MMIS.

3. Contractor must refund the cost of any unused ARC or non-ARC tickets within 30 days of determining that the ticket is unused as defined below:
  - a. **ARC tickets:** A ticket is considered to be unused if the traveler has not used the ticket within 30 days of the travel start date.
  - b. **Non-ARC tickets:** A ticket is considered to be unused if the carrier has not invoiced the Contractor within 120 days of the travel start date.
4. The Contractor must notify HCS of any interruptions in service that impair travelers' ability to book travel that have lasted or are expected to last 20 minutes or more. The notification to HCS must happen as soon as the Contractor is aware of the interruption.
5. Contractor must provide a process that enables the Contractor to respond to urgent and/or emergency travel requests within 30 minutes during normal business hours and within one hour during after-hours. For the purposes of this contract, emergency travel is defined as commercial travel for Medicaid recipients who are on the organ transplant list and have been notified that an organ is available. Urgent issues are defined as issues requiring assistance while the recipient is in travel status currently or will be traveling within the next three (3) calendar days. The Contractor must have full-service staffing available for these requests and be able to provide all contractual services (i.e.: taking messages or solely providing answering services does not constitute an acceptable "response" or "service" for emergency or urgent requests).
6. Contractor will be responsible for collecting a Recovery Fee on behalf of the Department of Administration, Division of Finance and issuing payment of the fee to the Division on a monthly basis for all Medicaid bookings. The Recovery Fee will be added to the contractor booking fee at the time of booking.
7. Contractor will be responsible for consolidating Executive Branch fees and billing a designated Department of Administration CTS on a weekly basis; a detailed fee report should be provided. The Department of Administration will distribute the fees to the departments.
8. Travel for a Medicaid recipient may be approved up to 1 year in advance of the travel date. The contractor must allow the Medicaid recipient to make reservations up to 1 year in advance once the travel is authorized. Scheduling a flight up to 1 year in advance is dependent on the air carrier booking availability for the requested flight.

### C. Booking Requirements

1. Contractor must secure reservations for all domestic and international travel, including airfare, lodging, water and ground transportation, and other travel requirements as necessary.
2. Contractor must ensure that all travel purchases are made in accordance with applicable state travel policies and incorporate them into the online booking tool.
3. Reserve commercial rental vehicles at the lowest possible cost to the State, confirm the rate at which the reservation is made, and include such information on the traveler's itinerary.
4. Any vehicle size and operating (mileage) costs must be consistent with the minimum size vehicle needed to achieve the traveler's mission and State's interest in economy.

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5. Contractor shall issue all necessary travel related documents to travelers to include at a minimum:
- a) **Airline Tickets:** Electronic ticketing will be the method preferred by the state under this contract.
  - b) **Invoice/Itinerary:** All invoices, preliminary and final itineraries must be distributed electronically (either securely over the internet or via email) and must be able to be printed by the traveler in a standard format reflecting, at a minimum, the following:
    - Passenger name, including state agency/division when applicable;
    - Carrier(s);
    - Flight number(s);
    - Preferred seat assignment or reason provided for inability to obtain preferred seat assignment;
    - Departure and arrival times for each trip segment;
    - Origin and destination for each trip segment;
    - Mileage program member number where applicable;
    - Ground transportation arrangements;
    - Any confirmation numbers supplied by the various travel providers;
    - Name, phone numbers, and location of lodging establishments;
    - Class of service;
    - Special service information;
    - Billing information, including invoice number and last 4 digits of credit card used;
    - Name and phone number of person requesting reservations;
    - Contact information (on and off hours) of the state travel office.
  - c) **Confirmation Notices:** Confirmation notices, when applicable, must be supplied to the traveler and the agency's travel desk when received from the travel providers.
  - d) **Changes in Travel Documents:** The Contractor shall make all necessary changes in travel documents that may be required due to rescheduling on the part of the state or on the part of the travel provider prior to the commencement of the trip, or during the trip or travel segment. Travelers may opt to work directly with providers once travel has commenced.
6. Contractor must assist in correcting discrepancies between vendor quotes and actual billed amounts in accordance with State of Alaska contracts and Contractor agreements. For agreements between Contractor and third-parties (such as hotels and vehicle rental) to which the state is not a party, Contractor shall bear responsibility for resolving discrepancies.
7. Contractor must provide a narrative detailing all hardware, software, equipment, and licenses already in place and ready for use under this contract.

#### **D. Online Booking Tool Requirements**

1. Contractor must provide an online request and booking tool, hereafter referred to as the "online booking tool", that is configurable for state travel contracts and policies. Booking capabilities must include airline, lodging, rail, ground, and water transportation, for domestic and foreign travel. The online booking tool must have access to live inventory in all Global Distribution Systems (GDS) markets, and preferably to multiple travel providers' websites, to ensure state travelers have access to the lowest available fares and rates. Some rural on-GDS travel may not be available for direct booking through the online booking tool; however, the online booking tool must accept requests and generate itineraries, with travel agent intervention as necessary, for all travel requests regardless of GDS interface for the specific travel providers. All travel booked, including phone and e-mail

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requests, must be recorded as similar transactions for customer convenience and reporting purposes, regardless of GDS interface for travel providers.

2. Offerors need not propose one platform for all offices (e.g. Medicaid travel, Executive Branch travel, other state agencies such as University of Alaska, etc.) as long as each proposed platform meets the stated requirements of each office.
3. The online booking tool must be able to enforce the use of the authorized transportation, lodging provider(s), and other approved travel service-related suppliers for business travel. Exception reporting and information alerting must also be available.
4. The online booking tool must allow the state to establish business rules and policies which must be acknowledged and adhered to by the traveler or traveler's arranger upon submission of the travel booking request and subsequent expense management process and reporting.
5. The online booking tool must be able to support policy and procedure enforcement at the enterprise level and at lower organization levels.
6. The online booking tool must be able to identify rules for acceptable travel types by traveler, agency, and department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. This functionality is required at the enterprise level and the state prefers the ability to tailor it to individual agency travel policies.
7. The online booking tool must be able to capture information about travel arrangements at the time of booking.
8. The online booking tool must support traveler profiles as described in Traveler Profiles and data reporting as described in Travel Data and Organizational Requirements.
9. The online booking tool must track the status of all travel requests and arrangements. Real-time reporting must be available to enable the state to track the status of individual or multiple travel requests.
10. It is strongly preferred that all reporting is accessible via a secure website and does not require the use of client side scripts, downloads, or other installed software to operate with full functionality.
11. The systems must have the ability to manage and maintain the organizational hierarchies (Department, Division, etc.) that encompass multiple tiers and levels within the State.
12. The systems must accommodate travelers who may travel for different agencies in different roles (e.g. employee and board member).
13. The system must be secure: at least password protected with the ability to create a unique password. If Offeror proposes to integrate with the state's Single Sign-On system, Offeror must dedicate technical support to collaborating with the state's Office of Information Technology and Information Security teams to establish security protocols.
14. The system must be able to accept secure payments via any of the Payment Methods described in SEC 3.08.
15. If Offeror is proposing a new tool, within 30 days of contract execution, the successful Offeror will work with the state to refine the proposed implementation plan that must include, but is not limited to:



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- a. A kickoff meeting, setting milestones and timelines
  - b. Service configuration
  - c. Finance and accounting
  - d. Technology
  - e. Infrastructure
  - f. Travel management
  - g. Trainings
  - h. Testing, review, and approval by the state
  - i. Go-live date and ongoing support
  - j. Knowledge plan and transition support for duration of resulting contract term, including optional renewal periods

#### **E. Travel Discounts Requirements**

The Contractor will be responsible for negotiating discounts for state travel with travel providers. The state will consider a savings-sharing arrangement as part of the Offeror's proposal.

The Contractor(s) will assist the state in negotiating or otherwise establishing government discounts to the state's benefit with major air carriers, hospitality providers and rental car providers to assure that state travel is accomplished at the lowest possible fare/cost.

Booked travel shall be monitored for downgraded tickets or reservations, and any corresponding discount or credit shall be passed onto the booking entity.

#### **F. Traveler Profiles Requirements**

1. The Contractor shall convert existing traveler profiles into the format necessary for travel arrangements. This effort will be supported by the state and the incumbent Contractor. The state currently maintains profiles for over 6,000 travelers. The profiles include identification, billing and organizational information, and personal demographic and preference information. State business-related portions are maintained by administrative staff and personal travel information is maintained by individual travelers.
2. The Contractor must establish new profiles based on feeds provided by the Division of Finance and ensure that all profiles are kept current with information provided by the state.
3. The Contractor must ensure that all profiles are kept current with information provided by the state. Methods for conveying information should include secure feeds from the state, secure online updates from departmental administrative staff, and secure online updates from the travelers themselves. Appropriate security, as determined by the state, must be maintained to ensure that only authorized sources update specific fields in the traveler profiles. Electronic storage of state credit card and account data in traveler profiles will adhere to Payment Card Industry Data Security Standards (PCI-DSS). The Contractor shall ensure GDS and travel providers from which state travel is purchased adhere to PCI-DSS.

#### **G. Travel Data and Organizational Requirements**

1. The system must provide ad-hoc querying and routine reporting capabilities available to the state by both user specific and administrative levels varying from top level data to line-item data. Examples of required reports include compliance, exception, cost savings, vendor usage, legs of travel, and average ticket price. Data must be available for reporting purposes for a minimum of three years. It

is preferred that the systems provide a variety of robust reporting and analytics capabilities at no additional cost to the state.

2. The systems must support data exports in readily accessible formats including, but not limited to, comma separated values (CSV) and Excel spreadsheets.
3. The Contractor must maintain adequate security and disaster recovery for any systems used by the state. SAS 70 audits, FedRAMP or GovRAMP certification (or state-approved equivalent) will be required to evidence this fact.
4. It is strongly preferred that the system have the ability to accept other supplemental information that augments transaction information received from the credit card provider(s). For example, the system may have the ability to store mileage between major cities or folio information directly from lodging providers.
5. All reporting must support multiple user privilege levels that allow access to be controlled by user role and organizational unit.

#### **H. Customer Support Requirements**

**While the following represent the State's minimum anticipated requirements, Offerors are expected to provide additional details of their customer support plan in their response.**

1. Contractor must provide a Customer Service Support function that maintains a toll-free number to assist state travelers, perform itinerary changes and/or create new reservations.
2. Contractor must provide **live travel agent support Monday through Saturday from 8:00am to 5:00pm and Sunday 10:00am to 4:00pm** (all times are Alaska Standard Time), excluding State of Alaska holidays, for standard assistance and services. For the purposes of this contract, these are considered "normal business hours."
3. Contractor must provide 24-hour, 7-days a week emergency live travel service for all personnel in travel status, all DNR fire-suppression travel, and for Medicaid travelers who are on the organ transplant list and have been notified that an organ is available.
4. Service Level: 90% of calls to customer support during normal business hours must be answered within 90 seconds. During normal business hours and except under extraordinary circumstances, the Contractor shall return **all** calls within thirty (30) minutes of receipt.
5. The customer service requirements (including response time) are included as Attachment 2 to this RFP, and will be made part of the resulting contract upon final negotiations.
6. The customer service support team must be staffed by fully trained travel agents who have the ability and authorization to retrieve the individual traveler reservation records and itinerary to promptly advise and assist the traveler. Agent capability shall include the ability to dispatch airline tickets and arrange for other modes of transportation to any area of the world either through the state's contracted service providers or through the vendor's own network of offices and partners.
7. All travel agents must be proficient in the English language. Additionally, the Contractor must be able to accommodate Medicaid recipients with limited English proficiency.
8. Contractor must have appropriate and ADA-compliant auxiliary aids and services to be able to communicate with persons who have communication disabilities.

9. Contractor must provide a call survey or online form to allow travelers the opportunity to comment, provide feedback, and notify the Contractor and the State of issues relating to the contract.
10. Contractor must provide training to end users of contractual services including, but not limited to, workshops and system “how to” documentation.
11. Contractor shall conduct traveler satisfaction surveys on at least a quarterly basis and provide the survey results to the state within 30 days of the end of each survey period.
12. Contractor shall implement a quality control program to include methods for monitoring, identifying, and correcting deficiencies in the quality of services provided to the state and reporting the results to the State Travel Manager.

### **SEC. 3.07 CONTRACT TYPE**

This contract is a Fixed Fee contract.

Offeror shall provide a detailed list of any proposed fees associated with the RFP response that are not included in the prescribed Cost Proposal items. The state is under no obligation to accept fees besides those included on Submittal Form G- Cost Proposal.

Fees for complex and/or specialty services related to the scope of this contract will be added to the contract via amendment. Under no circumstances may the Contractor invoice the state for fees related to complex or specialty services without an amendment signed by both parties authorizing the fees. The amendment must be executed prior to the services being provided.

As part of their Management Plan, Offeror must propose an implementation fee for the initial contract year (as detailed in Sec. 3.03: CONTRACT TERM AND SCHEDULE) if proposing a Tool other than the current Tool. This fee must be inclusive of all proposed costs to manage the transition from the current Online Booking Tool to the new proposed Tool within the stated timeframe. This will be a firm, fixed, lump sum amount, evaluated as part of the technical proposal, separately from the Cost Proposal.

### **SEC. 3.08 PROPOSED PAYMENT PROCEDURES**

1. Medicaid travel is paid by the Contractor who is reimbursed as a Medicaid provider through the Medicaid fiscal agent on a weekly billing cycle. The Contractor will submit electronic claims to the Department’s claims processing fiscal agent in current HIPAA compliant format. Claims must conform to State Medicaid billing procedures. The claims submitted will include such information as is necessary for the Department to determine the exact nature of all expenditures. The Contractor will not submit claims to the Department prior to the start date of the travel event being booked. Billing of third parties for travel services is not required. Medicaid recipients may book flights up to one (1) year in advance of the travel date.
2. Executive branch travel costs are paid using state-issued Visa charge cards and Central Travel System (CTS) accounts.
3. Complex or specialty services provided for DNR fire-suppression travel assistance may be billed weekly in 15-minute increments. All invoices for these services must include a copy of the call log and travel transactions. Specific invoicing requirements will be negotiated at time of award.
4. Additional state entities may also book travel through this contract. Payment may be made by third party billing or personal charge cards.
5. Contractor must conduct a self-audit once every two years per 7 AAC 160.115. The Alaska Department of Health requires all Medicaid providers to conduct an internal self-audit once every two

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years and repay all identified overpayments (AS 47.05.235; 7 AAC 160.115). The self-audit will be based on calendar year, and due to the state no later than December 31.

### **SEC. 3.09 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.10 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.

### **SEC. 3.11 ELECTRONIC PAYMENTS**

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Offerors may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

### **SEC. 3.12 CONTRACT PRICE ADJUSTMENTS**

Contract prices will remain firm through **November 30, 2029** (or the end of the initial contract term, whichever is later).

The Contractor or State may request price adjustments under this section no sooner than 48 months (four years) from the Contract execution date, and no more than once per contract renewal term thereafter. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date. J

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June) and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be

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approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

### **SEC. 3.13 PRICE DECREASES**

During the period of the contract all price decreases from third-party vendors (hotels, vehicle rentals, etc.) experienced by the Contractor must be passed on to the state. A Contractor's failure to strictly and faithfully adhere to this clause will be considered a breach of contract.

### **SEC. 3.14 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. 3.15 THIRD-PARTY SERVICE PROVIDERS**

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

### **SEC. 3.16 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 SEC. 4.02 of this RFP.

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

Subcontractor experience shall be considered in determining whether the Offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with Subcontractors is selected, the 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, or will hold a valid Alaska business license at the time of contract award;

- a written statement, signed by each proposed Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information, within the time set, 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. 3.17 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. 3.18 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. 3.19 F.O.B. POINT**

Not applicable for this procurement.

### **SEC. 3.20 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 SOA Travel Manager. Changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.21 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. 3.22 LIQUIDATED DAMAGES**

Not applicable for this procurement.

### **SEC. 3.23 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.

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### **SEC. 3.24 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

### **SEC. 3.25 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.

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### SEC. 3.26 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 \$1,000,000 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.

### SEC. 3.27 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).

Form	Description	Maximum Page Limit
Submittal Form A	Offeror Information and Certifications	N/A
Submittal Form B	Prior Experience and Qualifications	10
Submittal Form C	Service Approach – Staffing Plan	5
Submittal Form D	Management Plan for the Project	10
Submittal Form E	Online Booking Tool	10
Submittal Form F	Sub-Contractors	N/A
Submittal Form G	Cost Proposal	N/A
Attachment 1	Mandatory Requirements Form	N/A

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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
  - 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 PRIOR EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

If Offeror is already an enrolled Medicaid provider, they must include their provider number. If not currently enrolled, Offeror must confirm that they will be enrolled prior to services commencing approximately November 2026.

If Offeror is FedRAMP or StateRAMP certified, provide the level at which your firm is certified and substantiating documentation. Alternatively, provide the national or international data management and security standards which your system adheres to (e.g. NIST 800-53 [Moderate], COBIT, ISO 27001/27002).

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

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

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**Offerors must provide resumes for those personnel with names and titles that will be assigned to this contract as a separate attachment to Submittal Form B.**

#### **SEC. 4.05 SERVICE APPROACH- STAFFING PLAN (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their customer service and staffing plan. The Offeror must detail exactly what services staff can provide at each hour of each day, including (but not limited to): travel booking, Medicaid travel booking, trip changes, general questions, travel status emergency requests, etc. Attachment 2 to this RFP details the customer support requirements of this contract.

Include in this narrative:

- **Backup/overflow assistance:** Describe your plan for backup assistance, covering absences and assisting with unexpectedly high call volume.
- **Organizational Chart:** Provide a complete organizational chart for the support staff and management team which will be assigned to this project.
- **After-hours support:** Confirm your understanding of what is considered “after-hours” and who will be responsible for providing services during this time. List what duties will be provided during this time.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in [SEC. 4.02](#)).

#### **SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D)**

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

This section should illustrate exactly how your firm will accomplish all required elements of the scope of services.

Include in this narrative:

- **Philosophy:** List your company philosophy and communication strategy.
- **GDS:** List the Global Distribution System (GDS) and other booking systems supported by your agency.
- **Pre-trip approval:** Describe your automated pre-trip authorization system.
- **Back-office:** Which back-office accounting system will be used? Please describe capabilities.
- **Quality control:** Describe your quality control software as it relates to lowest airfares, policy compliance, accuracy, etc.
- **Business continuity:** Describe your company’s contingency plan in case of a catastrophe impacting your servicing office.
- **Phone system:** Describe the telecommunications configuration you would recommend for this travel program.
- **Quality control:** Describe your quality control process as it relates to airline tickets, lowest airfares, policy compliance, accuracy, etc. Provide an escalation and/or accountability staffing plan to clearly identify roles and responsibilities among management.
- **Unused tickets:** Describe your system to manage a client’s unused and non-refundable tickets.
- **Traveler profiles:** Describe how you will obtain and maintain traveler profile information.

- **Travel parties and preferences:** Describe how you will obtain and maintain travel party preferences and other information.
- **VIP travelers:** Describe any VIP services that you may offer.
- **Risks/Potential Issues:** Identify any potential risks or problems that may occur during the transition or implementation of the previous Contractor to your team, and how you propose to mitigate or resolve them.
- **Implementation/Transition of Online Booking Tool:** Offeror must propose a firm, fixed, lump sum cost to fully implement and transition from the state's current Online Booking Tool to their proposed tool within an approximately one-year timeframe. **Do not disclose your fees or costs for the items listed on the Cost Proposal Form in this section.**
- **Cost/Savings Plan:** If the Offeror is proposing a shared-savings model of pricing which would result in reduced costs based on rebates, discounts, or other savings model, explain in detail. **Do not disclose your fees or costs for the items listed on the Cost Proposal Form in this section.**

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in [SEC. 4.02](#)).

#### **SEC. 4.07 ONLINE BOOKING TOOL (SUBMITTAL FORM E)**

Offerors must provide comprehensive narrative statements that describe the Online Booking Tool proposed for this project and provide at least (3) references for which the tool has been successfully deployed.

The narrative statement shall detail how the Tool will meet the needs of the State and provide screen shots or illustrations of the interface. The Tool shall be similar to an Orbitz or Expedia search engine.

The Offeror shall also provide the proposed implementation plan and schedule, with a detailed narrative including the following:

- **Profiles:** Describe how the Offeror plans to migrate existing data including traveler profiles and existing trips.
- **Testing:** Describe how testing and training shall be conducted and their expected duration.
- **State Personnel:** Describe what the expected commitment will be for State Travel Office and Medicaid staff during implementation.

Note: Offerors selected for interviews may be asked to demonstrate their solution (in a test environment) to the PEC.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in [SEC. 4.02](#)).

#### **SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using Subcontractors, the Offeror must complete and submit this Submittal Form.

#### **SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

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 for the identified items. No additional charges shall be allowed with the exception of items proposed as part of the management plan.

#### **SEC. 4.10 MANDATORY REQUIREMENTS FORM (ATTACHMENT 1)**

Offerors must complete and submit this form demonstrating the firm meets the minimum requirements outlined in SEC. 1.04: PRIOR EXPERIENCE and SEC 3.05 MANDATORY REQUIREMENTS.

#### **SEC. 4.11 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Not applicable for this procurement.

#### **SEC. 4.12 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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## **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 SEC. 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in SEC. 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer shall inform the PEC of the initial scores and determine which Offerors are eligible to move forward with interviews based on a natural score break. The state reserves the right to interview all responsive Offerors if it is in the state's best interest to do so.
- 9) The procurement officer will provide the PEC with the interview evaluation forms.
- 10) After interviews with proposed personnel, PEC members will score each Offeror using the interview evaluation forms and will provide their interview scores to the procurement officer. If needed, the PEC may also hold a new PEC meeting to allow discussion regarding the interview scoring. If held, this PEC discussion shall be limited to the scores awarded specifically for the interview scoring phase. As with the initial PEC meeting, all PEC should be in attendance.

Like the initial PEC meeting, the PEC has the opportunity to discuss the merits of each Interviewee, and the PEC members may adjust their initial interview score based on the discussion. Scoring will remain independent for each PEC member. Cost will not be a discussion item during this meeting.

The procurement officer is responsible for running this meeting. Any changes to scores must be justified on each PEC member's score sheet. If scores are changed as a result of this discussion, the initial interview score should be removed and the new score should be entered accompanied by written justification for the new score. All score changes shall be documented by the procurement officer. At the end of the PEC meeting scoring of the interview phase is final and PEC members shall provide all score sheets to the procurement officer for final tabulation.

- 11) The procurement officer may ask for best and final offers from Offerors susceptible for award and revise the cost scores accordingly.
- 12) The state will then conduct any necessary negotiations with the highest scoring Offeror and award a contract if the negotiations are successful.

## SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria		Weight
Responsiveness		Pass/Fail
Subcontractor	(Submittal Form F)	Pass/Fail

Qualifications Criteria		Weight
Prior Experience	(Submittal Form B)	75
Service Approach- Staffing Plan	(Submittal Form C)	75
Management Plan for the Project	(Submittal Form D)	150
Online Booking Tool	(Submittal Form E)	100
Interviews		100
Total		500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
Total		400

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		100
Total		100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

## SEC. 5.03 EVALUATION AND SCORING OF PROPOSALS

### Averaged Assigned Evaluation Scoring

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in SECTIONS 5.04 through 5.08 and assign a single score between 1 and the total number of points allotted to the evaluation criterion, with 1 being the lowest possible score per criterion and the maximum number of points possible per criterion being the highest score possible. PEC members should start with a score of approximately mid-range (i.e. half of the total possible points) 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, constituting a full and complete response to the RFP's stated needs, they would receive a score of 75 for the Qualifications criteria. 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 have points deducted in accordance with the severity of the deficiency of the response.

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

Under this methodology, a mathematical formula is **not** used to calculate the point awards as the total points awarded by each PEC member is totaled and then divided by the number of PEC members to create an average score based on the maximum points available for a criterion.

Under this method, it is possible that no Offerors receive the maximum number of points for a criterion.

**Example:** Maximum Points for this Section = 125

	PEC 1	PEC 2	PEC 3	Combined Total Score	Average Score	Points Awarded
Offeror 1	117	108	115	340	113.33	113.33
Offeror 2	120	100	109	329	109.66	109.66
Offeror 3	105	95	100	300	100.00	100.00

Offeror 1 is awarded 113.33 points based on the formula seen below.

$$340 \text{ points} / 3 \text{ PEC Members} = 113.33 \text{ points}$$

Offeror 2 is awarded 109.66 points based on the formula as seen below.

$$329 \text{ points} / 3 \text{ PEC Members} = 109.66 \text{ points}$$

Offeror 3 is awarded 100.00 points based on the formula as seen below.

$$300 \text{ points} / 3 \text{ PEC Members} = 121.36 \text{ points}$$

## SEC. 5.04 PRIOR EXPERIENCE AND QUALIFICATIONS (75 POINTS)

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

### 1) Questions regarding the personnel:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- How extensive is the applicable experience of the personnel designated to work on the project? Do the Account Manager and Assistant Manager have experience managing Medicaid-funded travel?
- Is the Offeror's firm FedRAMP or StateRAMP certified? Did they provide substantiating documentation thereof?

### 2) Questions regarding the firm and Subcontractor (if used):

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



- b) How successful is the general history of the firm regarding timely and successful completion of implementation projects?
- c) Has the firm provided letters of reference from previous clients? Are they relevant to the state's scope and environment and generally positive?
- d) If a Subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

## **SEC. 5.05 SERVICE APPROACH- STAFFING PLAN (75 POINTS)**

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

- 1) How well does the proposed staffing plan address the requirements of the scope of the contract?
- 2) How well does the proposed Account Manager and Assistant Manager's experience relate to the requirements of the scope of the project?
- 3) Does the customer service plan and proposed schedule provide the level of service the State requires (see Attachment 2)?
- 4) Are after-hours, emergency and urgent travel assistance services clearly outlined and are they in line with the requirements of the state?
- 5) Is the proposed project team reasonably sufficient in resources to accomplish the project? I.e. are there enough people allocated and dedicated to the project, without conflicts or capacity issues?
- 6) Is the organization of the project team clear?
- 7) Does the staffing plan clearly confirm and outline the after-hours support required for: travelers in travel status; DNR fire-suppression travel during fire season; and Medicaid travelers on the organ donor list?
- 8) Has the Offeror provided assurance that customer support agents can provide ADA-compliant assistance to travelers?

## **SEC. 5.06 MANAGEMENT PLAN FOR THE PROJECT (150 POINTS)**

**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) Does the proposal clearly address how the Offeror will accept travel requests via telephone, email, and the Online Booking Tool?
- 3) How well is accountability completely and clearly defined?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Has the Offeror addressed their methodology to ensure all travel purchases are made in accordance with applicable travel policies and procedures, including Medicaid requirements?
- 7) To what degree is the proposal practical and feasible?
- 8) To what extent has the Offeror identified potential problems?

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- 9) Is the implementation fee proposed by the Offeror reasonable? Does the cost support the level of support proposed by the Offeror to manage the implementation and transition?
  - 10) Did the Offeror present a savings model to reduce costs? Is it feasible?

## **SEC. 5.07 ONLINE BOOKING TOOL (100 POINTS)**

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

- 1) How well does the proposed online booking tool meet the requirements of the project?
- 2) How many successful implementations has the Offeror provided references for?
- 3) Is the technical support provided for the online booking tool sufficient to meet the State's needs?
- 4) Does the tool have capability for booking or assisting with booking Medicaid travel?
- 5) Does it appear that the Offeror can complete implementation in accordance with the State's schedule?
- 6) Does the proposed Tool's interface seem user-friendly and intuitive?

## **SEC. 5.08 INTERVIEWS (100 POINTS)**

The PEC will conduct interviews with the personnel assigned to fill the positions and accomplish the work identified in the Scope of Services from the Offerors who have scored above the natural point break with the highest ranking. Offerors should plan for the Account Manager and Assistant Manager to be available virtually for the interview; however, the state reserves the right to request in-person interviews upon reasonable notice. The state will not be responsible for reimbursing any costs incurred by Offerors for attending interviews.

It is anticipated that Offerors will provide a short (60 minutes or less) demonstration of their proposed Online Booking Tool for the PEC. The software system demonstrated must be the same Online Booking Tool offered in response to this RFP.

The PEC will ask identical, pre-determined questions to all Offerors, and discussion will be moderated by the procurement officer to ensure equitable opportunity for discussion. All Offerors will be afforded the same amount of time for interviews. Sample data for loading into the Online Booking Tool for the purposes of the demonstration will be provided to selected Offerors upon selection and notification.

The interview and demonstration is a required part of the RFP process for those Offerors scoring above the natural point break. An Offeror's failure to respond to the requirements of this section shall cause their proposal to be determined non-responsive and rejected.

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

- 1) How well did the Offeror demonstrate the capabilities and interface of the proposed online booking tool?
- 2) Did the Offeror demonstrate an understanding of the state's travel management needs and present appropriate methods to meeting those needs?
- 3) Were the Account Manager and Assistant Account Manager knowledgeable about the state's travel management needs and demonstrate their experience and qualifications well?

## SEC. 5.09 CONTRACT COST (COST PROPOSAL)

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

Lowest Cost Proposal x Maximum Points for Cost / Cost of Each Higher Priced Proposal

### Example (Maximum 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**     \$159,780.00

**Offeror # 2**     \$176,682.00

**Offeror # 3**     \$163,985.00

#### 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** because they offered the lowest cost proposal (\$159,780.00) and therefore are awarded the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 361.73 points** based on the following formula:

\$159,780     x     400 points     =     63,912,000     /     \$176,682     =     361.73 points

**Offeror #3 receives 389.74 points** based on the following formula:

\$159,780     x     400 points     =     63,912,000     /     \$163,985     =     389.74 points

## 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:

1,000 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 this example, assume that all proposals have been completely evaluated based on the evaluation criteria in the RFP with the current scores at this point being:

<b>Offeror # 1</b>	830 points	Does not qualify for Preference	0 Points
<b>Offeror # 2</b>	740 points	Qualifies for Preference	100 points
<b>Offeror # 3</b>	800 points	Qualifies for Preference	100 points

**Step 3**

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

<b>Offeror # 1</b>	830 points	+	0 points	=	Final Score	830 points
<b>Offeror # 2</b>	740 points	+	100 points	=	Final Score	840 points
<b>Offeror # 3</b>	800 points	+	100 points	=	Final Score	900 points

**Offeror #3** is the highest scoring Offeror and would be the apparent awardee the award, provided their proposal is responsive and responsible.

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## **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 business 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 virtually.

### **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.

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## **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 Military Skills Program Preference AS 36.30.321(k)
- Alaska Veteran's Preference – AS 36.30.321 (f)

- 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)

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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. 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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification**

In order to receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(k) must be provided to the Procurement Officer at time of proposal submission. Offerors must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the Offeror not receiving the Military Skills Program Preference.

### **SEC. 6.15 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska Offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska Offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### **SEC. 6.16 USE OF LOCAL FOREST PRODUCTS**

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

### **SEC. 6.17 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of

fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

## **SEC. 6.18 ALASKA PRODUCT PREFERENCE**

An Offeror that designates the use of an Alaska Product which meets the requirements of the RFP specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the proposal evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the Offeror must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the proposals are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the Offeror must indicate the brand of product they intent to provide. If a Offeror is not offering a product that qualifies for the Alaska Product Preference, the Offeror does not need to indicate a product brand.

### **Brand of Product Changes**

During the course of the contract including all renewal options, a Contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the Contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If an Offeror offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

## **SEC. 6.19 EMPLOYMENT PROGRAM PREFERENCE**

If an Offeror qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total proposal price.

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

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## **SEC. 6.20 ALASKANS WITH DISABILITIES PREFERENCE**

If an Offeror qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total proposal price.

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

## **SEC. 6.21 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, an Offeror must be on the appropriate Division of Vocational Rehabilitation list at the time the proposals are due and must attach a copy of their certification letter to their proposal. The Offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

## **SEC. 6.22 STANDARD CONTRACT PROVISIONS**

The Contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.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. 6.23 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. 6.24 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.25 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.

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## **SEC. 6.26 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. 6.27 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. 6.28 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. 6.29 DISCLOSURE OF PROPOSAL CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record an Offeror submits in response to this request for proposals. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).

4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the Offeror undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the Offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the Offeror.
6. If the Offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the Offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an Offeror of a request for the Record and of a planned release if the Offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the Offeror that it will disclose the information unless the Offeror convinces the State not to or obtains an order prohibiting disclosure.

### **SEC. 6.30 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. 6.31 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. 6.32 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. 6.33 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.

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## **SEC. 6.34 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with SEC. 6.27 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. 6.35 SOLICITATION ADVERTISING**

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

## **SEC. 6.36 FEDERALLY IMPOSED TARIFFS**

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

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

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- Submittal Forms A to F. These forms include Certifications and Preference Qualifications.
  - Required to be returned with your submission
- Cost Proposal (Submittal Form G)
  - Required to be returned with your submission
- Byrd Anti-Lobbying Amendment
  - Required to be returned with your submission
- Attachment 1: Mandatory Requirements Form
  - Required to be returned with your submission
- Attachment 2: Customer Support Requirements
  - Informational Use Only
- Standard Contract Form
  - Informational Use Only
- Appendix A
  - Informational Use Only
- Appendix B1
  - Informational Use Only