



**STATE OF ALASKA**  
Department of Labor and Workforce Development  
Administrative Services Division - Procurement  
1111 W 8<sup>th</sup> St., Rm. 306, Juneau, AK 99801

## **Request For Proposals**

**RFP 2015-0700-2677**

**Date of Issue: July 11, 2014**

Title and Purpose of RFP:

### **Workers' Compensation Fee Schedule Development**

The Workers' Compensation Division seeks bids from experienced subject matter experts to assist in developing state specific workers' compensation physician fee schedules, outpatient and ambulatory surgical center fee schedules, inpatient fee schedules, durable medical equipment fee schedules, and prescription drug fee schedules.

**Offerors Are Not Required To Return This Form.**

**Important Notice:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**Brad Waldron**  
**Procurement Officer**  
**Department of Labor & Workforce Development**

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal, Attachment 1, included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Labor and Workforce Development  
Division of Administrative Services  
Attention: Brad Waldron  
Request for Proposal (RFP) Number: 2015-0700-2677  
Project name: Workers' Compensation Fee Schedule Development  
P.O. Box 111149  
Juneau, AK 99811-1149

If using U.S. mail or a delivery service, please use the following address:

Department of Labor and Workforce Development  
Division of Administrative Services  
Attention: Brad Waldron  
Request for Proposal (RFP) Number: 2015-0700-2677  
Project name: Workers' Compensation Fee Schedule Development  
1111 W. 8<sup>th</sup> Street, Suite 306  
Juneau, AK 99801

Proposals must be received no later than **1:30 P.M., Alaska Time on August 15, 2014**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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

PROCUREMENT OFFICER: *Brad Waldron* – PHONE 907-465-4024 - FAX 907-2107

### 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the base contract will be from the date of award through June 30, 2015. The State shall have the sole option to renew this contract for four (4) additional one year periods to be exercised by giving the contractor written notice prior to the expiration of the contract.

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

## **1.03 Purpose of the RFP**

The Department of Labor and Workforce Development, Division of Workers' Compensation, is soliciting proposals from vendors to assist in developing an Alaskan specific workers' compensation physician fee schedule, outpatient and ambulatory surgical center fee schedule, inpatient fee schedule, durable medical equipment fee schedule, and prescription drug fee schedule.

HB316 and Alaska Statute 23.30.097(h), as amended, requires the Workers' Compensation Board to produce and revise the workers' compensation fee schedule each year. The legislature has appropriated funding starting in Fiscal Year 2015 (7/1/14-6/30/15) and extending through Fiscal Year 2020 (7/1/19-6/30/20). The Workers' Compensation Division intends to award a multi-year contract for these services.

## **1.04 Budget**

Department of Labor and Workforce Development, Division of Workers' Compensation, estimates a budget of between \$20,000 and \$40,000 per year for completion of this project. Proposals priced at more than \$40,000 per year will be considered non-responsive.

## **1.05 Location of Work**

The Division will not require the contractor to be on site at their Juneau or Anchorage offices, but will require the contractor to personally attend at least one (1) meeting of the Medical Services Review Committee (MSRC). These meetings are typically held in Anchorage, Alaska on a quarterly basis and the selected vendor will be required to attend the first regularly scheduled meeting of the MSRC following the starting date of this contract. In addition, the selected vendor will also be required to attend three (3) additional meetings of the Medical Services Review Committee and three (3) meetings of the Alaska Workers' Compensation Board telephonically.

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

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

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

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

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

## **1.06 Human Trafficking**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

## **1.07 Assistance to Offerors with a Disability**

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

## **1.08 Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## **1.09 Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer no later than five (5) days prior to the scheduled bid opening. 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.

## **1.10 Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

## **1.11 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.

## 1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

## 1.13 State Not Responsible for Preparation Costs

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

## 1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## 1.15 Subcontractors

Subcontractors will not be allowed.

## 1.16 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.

## 1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## 1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Labor & Workforce Development reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## 1.19 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.

## **1.20 Solicitation Advertising**

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

## **1.21 News Releases**

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

## **1.22 Assignment**

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

## **1.23 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.

## **1.24 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.

## **1.25 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

# **SECTION TWO STANDARD PROPOSAL INFORMATION**

## **2.01 Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

## **2.02 Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held at 11:00 am, Alaska Time, on August 1, 2014 in the 3<sup>rd</sup> floor conference room, Room #303 of the Department of Labor & Workforce Development building located at 1111 W. 8<sup>th</sup> Street in Juneau, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors 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.

## **2.03 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.

## **2.04 Supplemental Terms and Conditions**

Proposals must comply with Section 1.12 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 diminishes 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:

- a) 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
- b) 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.

## **2.05 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.

## **2.06 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.

## 2.07 Prior Experience

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

The offeror must have the necessary education, experience and training to fulfill the role as the Subject Matter Expert (SME) and assist the Workers' Compensation Division (WCD), the Workers' Compensation Board (WCB) and the Medical Services Review Committee (MSRC) in developing the workers' compensation fee schedules as required. The proposer should include in their submitted proposal sufficient information to confirm they possess the necessary knowledge, skills and abilities.

If training and/or certification is used to meet this requirement, information shall be provided about dates of initial training/certification, name of certifying organization or agency, and date of expiration of certification (if applicable). In addition, the proposal should indicate whether the training or certification is held by the company or an individual within the organization.

Prior experience in assisting with the developing of medical fee schedules for a governmental agency is highly preferred and information about prior experience should be included in the proposal.

Examples of items that proposer should have experience with include, but are not limited, to the following:

1. Current Procedure Terminology (CPT) codes, produced by the American Medical Association (AMA)
2. Healthcare Common Procedure Coding System (HCPCS) codes; produced by the AMA
3. International Classification of Diseases (ICD) codes, produced by the AMA;
4. Relative Value Guide, produced by the American Society of Anesthesiologists;
5. Diagnostic and Statistical Manual of Mental Disorders, produced by the American Psychiatric Association;
6. Current Dental Terminology, published by the American Dental Association;
7. Resource Based Relative Value Scale (RBRVS), produced by the federal Center for Medical and Medicaid Services (CMS);
8. Ambulatory Payment Classifications (APC), produced by CMS; and
9. Medicare Severity Diagnosis Related Groups (DRG), produced by CMS.

In addition, the successful vendor will:

1. Possess expertise in analyzing medical billing and payment data, and using relative values to develop recommended conversion factors.
2. Possess understanding and expert knowledge of federal laws and regulations pertaining to medical fees and physician/medical provider issues;
3. Possess expert knowledge and experience in workers' compensation medical billing codes and practices;
4. Possess expert knowledge and experience in CMS billing practices with specific expertise in Medicare fee schedule and coding system utilizing RBRVS, APC, and DRG methodology; and

5. Possess prior experience in developing medical fee schedules in which RBRVS, APC, and DRG methodologies are employed.

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

## **2.08 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 SEVEN of this RFP.

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.

## **2.09 Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

## **2.10 F.O.B. Point**

All goods purchased through this contract will be F.O.B. Juneau, Alaska. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

## **2.11 Alaska Business License and Other Required Licenses**

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. 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:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

(e) a sworn and notarized affidavit 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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

## 2.12 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

**Alaska Products Preference** - AS 36.30.332

**Recycled Products Preference** - AS 36.30.337

**Local Agriculture and Fisheries Products Preference** - AS 36.15.050

**Employment Program Preference** - AS 36.30.321(b)

**Alaskans with Disabilities Preference** - AS 36.30.321(d)

**Alaska Veteran's Preference** - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation 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.

## 2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent 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 Affidavit**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## **2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

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

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### **Alaska Veteran Preference Affidavit**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

## **2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

### **EXAMPLE**

#### **Formula Used to Convert Cost to Points**

#### **[STEP 1]**

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror	\$40,000
Offeror #2 - Alaskan Offeror	\$42,750
Offeror #3 - Alaskan Offeror	\$47,500

## [STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

**Offeror #3 receives 33.7 points.**

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

## 2.16 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent 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.

### EXAMPLE

#### Alaska Offeror Preference

## [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

**Total number of points available - 100 Points**

$$\begin{array}{rcccl} \mathbf{100} & \mathbf{x} & \mathbf{10\%} & \mathbf{=} & \mathbf{10} \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

## [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

*Offeror #1 - 89 points*

*Offeror #2 - 80 points*

*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

## 2.17 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Room 303 conference room on the Third floor of the Department of Labor & Workforce Building, located at 1111 W. 8<sup>th</sup> Street in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

## 2.18 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.



## **2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## **2.20 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:

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

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

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

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

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

This contract is a Time and Materials contract.

### **3.02 Contract Approval**

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 Labor & Workforce Development, 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.

### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **3.04 Proposal as a Part of the Contract**

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

### **3.05 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.

### **3.06 Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

### **3.07 Contract Funding**

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

### **3.08 Proposed Payment Procedures**

Time & Materials billing by monthly invoice.

The state will make payments based on vendors unit rates contained on their Cost Proposal Form. Each billing must consist of a detailed invoice showing breakdown by billing type. No payment will be made until the invoice has been approved by the project director.

### **3.09 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Labor & Workforce Development 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.

### **3.10 Informal Debriefing**

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

### **3.11 Contract Personnel**

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

### **3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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.

### **3.13 Termination for Default**

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

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

### **3.14 Contract Changes - Unanticipated Amendments**

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Labor & Workforce Development or the Commissioner's designee.

### **3.15 Contract Invalidity**

If any provision of this contract is found to be invalid, such invalidity will not be construed to invalidate the entire contract.

### **3.16 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.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

Background information concerning this project is as follows;

On April 23, 2014, the Alaska Legislature passed House Bill 316, an Act relating to workers' compensation fees for medical treatment and services. This legislation changes the methodology used to produce workers' compensation fee schedules from usual, customary, and reasonable (UCR) billed charges to a

- physician fee schedule based on the Centers for Medicare and Medicaid Services (CMS) relative value scale methodology; and
- an outpatient and ambulatory surgical center fee schedule based on CMS ambulatory payment classification; and
- an inpatient fee schedule based on CMS severity diagnosis related group.

In addition, the legislation requires the development of fee schedules for air ambulance services, durable medical equipment, and prescription drugs.

The Alaska Workers' Compensation Medical Services Review Committee, and the Alaska Workers' Compensation Board are tasked with producing the requisite conversion factors and fee schedules by regulation on or before July 1, 2015.

The Alaska Workers' Compensation Division seeks bids from methodology experts who have successfully aided state workers' compensation agencies in developing these types of medical reimbursement fee schedules.

## **SECTION FIVE SCOPE OF WORK**

### **5.01 Scope of Work**

The successful vendor will possess the required knowledge, analytics, and expertise necessary to advise and assist the Workers' Compensation Division, the Medical Services Review Committee, and the Alaska Workers' Compensation Board concerning the adoption of workers' compensation payment fee schedules as required by House Bill 316 (CSHB 316) as enacted. A copy of the final bill is attached to this RFP for reference.

Due to the State of Alaska review process and regulatory procedures, for the final version to be in place by July 1, 2015 as required, the final version of the fee schedules must be completed by the Medical Services Review Committee by December 31, 2014.

## **5.02 Deliverables**

The successful vendor will be required to provide the following services:

1. Attendance by one person to the first regularly scheduled meeting of the Medical Services Review Committee (MSRC) following the starting date of this contract. These meetings are typically held in Anchorage, Alaska over a 1-2 day period and there is typically 30 days advance notice of meeting dates, times and specific location.
2. Attend the remaining three (3) quarterly meetings of the MSRC telephonically to provide assistance regarding the completion of the fee schedules.
3. Attend meetings of the Workers' Compensation Board (WCB) telephonically. There are typically three (3) annual meetings of the WCB and notice of dates and times is typically provided 30 days in advance.
4. Be available by email and/or phone for consultation/discussion with the Project Director regarding the medical fee schedules and related items. These additional items may include drafting of new or revised State regulations, review of comments received related to the medical fee schedules and researching of related topics.
5. Assist the Alaska Workers' Compensation Division and the Medical Services Review Committee in analyzing workers' compensation paid data, relative values, and proposing conversion factors for physician fee schedules, outpatient and ambulatory fee schedules, inpatient fee schedules, air ambulance fee schedules, durable medical equipment fee schedules, and prescription drug fee schedules.

# **SECTION SIX PROPOSAL FORMAT AND CONTENT**

## **6.01 Proposal Format and Content**

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

## **6.02 Introduction**

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to

bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Understanding of the Project**

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

### **6.04 Methodology Used for the Project**

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

### **6.05 Management Plan for the Project**

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

### **6.06 Experience and Qualifications**

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

- a. title,
- b. resume,
- c. location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. To meet the requirements of Section 2.07 Prior Experience, offeror should detail the knowledge, skills and abilities possessed by either the organization or individuals which will help in completing the Scope of Work shown in Section 5.01.

### **6.07 Cost Proposal**

Cost proposals must include all billable rates to complete the work shown in Section 5.02 and included on the Cost Proposal Form. These items are representative of the work roles that will occur during the life of this contract and will be used for evaluation of the cost proposals provided by each vendor. The quantity of hours shown is approximate and based on a 12 month contract and is not a guarantee of the actual work required to complete each type of work.

As a portion of the cost proposal includes travel by the successful vendor to attend meetings required by this contract, all proposers must be informed that per Alaska Administrative Manual 60.200 "Travel Related to

Contracts", reimbursement for travel related expenses must follow the policies contained in Alaska Administrative Manual Section 60, "Travel". This section provides definitions, descriptions and limitations for payments of travel expenses while conducting State business.

## **6.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

# **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS PROPOSAL IS 100**

## **7.01 Understanding of the Project (10 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

## **7.02 Methodology Used for the Project (10 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?



### **7.03 Management Plan for the Project (10 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] [How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] [Is the organization of the project team clear?
- [c] [How well does the management plan illustrate the lines of authority and communication?
- [d] Does it appear that the offeror can meet the schedule set out in the RFP?
- [e] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [f] To what degree is the proposal practical and feasible?
- [g] To what extent has the offeror identified potential problems?

### **7.04 Experience and Qualifications (20 Percent)**

Proposals will be evaluated against the questions set out below:

*Questions regarding the personnel:*

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

*Questions regarding the firm:*

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] Has the firm provided letters of reference from previous clients?

### **7.05 Contract Cost (40 Percent)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

The Cost Proposal Form must be submitted as part of the offerors response to this RFP. The Cost Proposal Form must be sent in a sealed envelope separate from the information provided for Section 7.01 through 7.04. This envelope must be clearly marked with the following information:

RFP #2015-0700-2677  
Workers' Compensation Fee Schedule Development  
Cost Proposal Form

***Converting Cost to Points***

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

**7.06 Alaska Offeror Preference (10 Percent)**

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

**SECTION EIGHT  
ATTACHMENTS**

**8.01 Attachments**

***Attachments***

1. Cost Proposal Form
2. Proposal Evaluation Form
3. Standard Agreement Form - Appendix A
4. Appendix B1
5. Notice of Intent to Award
6. CSHB 316, as enacted

## **ATTACHMENT 1**

### **COST PROPOSAL FORM**

The quantity of hours shown on this form is for evaluation purposes only and is not a guarantee of the number of billable hours that will be required to complete the work for this contract. The quantity of hours shown below is an approximation based on a 12 month contract.

	Description	Quantity	Unit Rate	Total Cost
1.	In-Person Meeting Attendance Medical Services Review Committee	16 hours	_____	_____
2.	In-Person Meeting Travel Costs Medical Services Review Committee	1 person	_____	_____
3.	Telephonic Meeting Attendance Medical Services Review Committee	48 hours	_____	_____
4.	Telephonic Meeting Attendance Workers' Compensation Board	48 hours	_____	_____
5.	Off-Site Consultation Contractors Offices or Work Locations	400 hours	_____	_____
TOTAL COST				_____

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**This form must be completed in full and submitted in a sealed envelope separate from any information provided in response to Sections 7.01 through 7.04.**

**This envelope must be clearly marked with the following:**

**RFP 2015-0700-2677  
Workers' Compensation Fee Schedule Development  
Cost Proposal Form**

## **ATTACHMENT 2**

### **PROPOSAL EVALUATION FORM**

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

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

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

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

#### **EVALUATION CRITERIA AND SCORING**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

#### **7.01 Understanding of the Project— 10 Percent**

Maximum Point Value for this Section - 10 Points  
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

## **7.02 Methodology Used for the Project— 10 Percent**

Maximum Point Value for this Section - 10 Points  
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

- [b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

- [c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

## **7.03 Management Plan for the Project— 10 Percent**

Maximum Point Value for this Section - 10 Points  
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

- [b] Is the organization of the project team clear?

EVALUATOR'S NOTES \_\_\_\_\_

- [c] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES \_\_\_\_\_

---

[d] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

[e] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

[f] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES \_\_\_\_\_

---

[g] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES \_\_\_\_\_

---

**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

## **7.04 Experience and Qualifications— 20 Percent**

Maximum Point Value for this Section - 20 Points  
100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

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

EVALUATOR'S NOTES \_\_\_\_\_

---

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

---

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

---

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_

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[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_

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[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_

## **7.05 Contract Cost — 40 Percent**

Maximum Point Value for this Section - 40 Points  
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

**EVALUATOR'S POINT TOTAL FOR 7.05** \_\_\_\_\_

## **7.06 Alaska Offeror Preference — 10 Percent**

Alaska bidders receive a 10 percent overall evaluation point preference.  
Point value for Alaska bidders in this section -- 10 Points  
100 Points x 10 Percent = 10 Points

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

**EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10)** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_