



STATE OF ALASKA

Department of Commerce, Community, and Economic Development
(DCCED)

Division of Insurance
(DOI)

P.O. Box 110803
Juneau, Alaska 99811-0805

Request For Proposals (RFP)

RFP 2015-0800-2959

Date of Issue: February 18, 2015

Insurance Form Filings and Actuarial Services

Offerors Are Not Required To Return This Form.

Important Notice: You must register, via email, 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. This registration is in addition to registering for the Pre Proposal Conference.

Shawn M. Olsen

Procurement Specialist

shawn.olsen@alaska.gov

Division of Administrative Services

Department of Commerce, Community, and Economic Development

P.O. Box 110803

333 Willoughby Avenue: 9th Floor; State Office Building

Juneau, Alaska 99811-0803

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SECTION ONE (1) INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit one (1) "original" proposal and three (3) copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal must be included **ONLY** in the proposal marked "Original." The sealed proposal package must be addressed as follows:

Department of Commerce, Community, and Economic Development (DCCED)
Division of Insurance (DOI)
Attention: Shawn M. Olsen
Request for Proposal (RFP) Number: 2015-0800-2959
Project name: Insurance Form Filings and Actuarial Services

- If using U.S. mail, please use the following address: PO Box 110803, Juneau, Alaska, 99811-0803
- If using a delivery service, please use the following address: 333 Willoughby Avenue, 9th Floor State Office Building (SOB), Juneau, Alaska 99801

Proposals must be received no later than 2:00 P.M., Alaska Time on **March 20, 2015**. Faxed, electronic, or oral proposals are **not** acceptable.

There are no roads in or out of Juneau. Offerors are hereby notified that overnight and second day express delivery services rarely occur. Offerors should plan on a minimum of three (3) days for delivery of their proposals.

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: Shawn M. Olsen – PHONE: 907-465-5440 – FAX: 907-465-5441
TDD Alaska Relay: 711

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

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.

If this RFP results in a contract it is expected to begin approximately May 1, 2015 and continue through June 30, 2017. There are no renewal options associated with this RFP or the resulting contract. The Contract will not have a guaranteed minimum amount.

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.

The **APPROXIMATE** contract schedule is as follows:

- Issue RFP February 18, 2015,
- Pre-proposal Meeting March 4, 2015,
- Written Comments due March 5, 2015,
- Deadline for Receipt of Proposals March 20, 2015,
- Proposal Evaluation Committee complete evaluation by April 8, 2105,
- State of Alaska issues Notice of Intent to Award a Contract April 10, 2015,
- State of Alaska issues contract April 21, 2015,
- Contract start May 1, 2015

1.03 Purpose of the RFP

The Department of Commerce, Community, and Economic Development (DCCED); Division of Insurance (DOI), is soliciting proposals for a contractor to assist the property and casualty unit in rate and form filings, including rules, utilizing System for Electronic Rate and Form Filing (SERFF). Successful offeror must be familiar with SERFF and have performed this regulatory function for other states in a similar capacity. Property and casualty includes but is not limited to the following policies and all applicable endorsements:

- Auto – Commercial and Personal
- ATV, Motorcycle, Snow machine, Boats etc.
- Homeowners
- General Liability – including premises, products and completed operations, claims made and occurrence forms
- Excess and Umbrella Liability
- Commercial Property – All Types
- Workers' Compensation
- Professional Liability – All Types
- Inland Marine
- Wet Marine
- Title Insurance
- Surety
- Crime, Fiduciary, Kidnap and Ransom,
- Aviation including products – All Types

1.04 Budget

DCCED estimates a budget not to exceed \$900,000.00 for this contract. Proposals priced at more than \$900,000.00 will be considered non-responsive.

1.05 Location of Work

The primary location of the work will be in the contractor's office. The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace except in limited circumstances when the contractor is specifically asked to work in the state's offices either in Juneau or Anchorage where the state will provide a work space that does not contain a phone and computer.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **one (1)** person to makeup to **two (2)** trips annually to **Juneau and/or Anchorage**. Travel to other locations will not be required.

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

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

This RFP and resulting contract are governed by the Alaska Administrative Manual (AAM) section 60 regarding travel (<http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>).

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

Offerors may email inquiries or questions concerning this RFP to obtain clarification of requirements. Inquiries or questions are due by 4:30 PM, Alaska Time, March 5, 2015. Email inquiries or questions must be sent to Shawn M. Olsen at shawn.olsen@alaska.gov with the subject line: RFP 2015-0800-2959. Questions will be answered and posted to the online public notice system and emailed to registered offerors. **Please, no phone calls** (you will be directed to submit questions via email).

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all questions or comments regarding this RFP, the evaluation, etc. to Shawn M. Olsen. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

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.

The procurement officer may waive 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.

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 will not be allowed.

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 Commerce, Community, and Economic 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 pre-proposal conference will be held Wednesday, March 4, 2015 at 2:00 PM, Alaska Time, simultaneously in the 15th floor conference room at the Atwood Building (550 W. 7th Avenue, Suite 1560, Anchorage, Alaska) and in conference room “C” on the Ninth (9th) floor of the State Office Building (333 Willoughby Avenue, Juneau, Alaska). Offerors can also access the conference by teleconference by making arrangements with the procurement officer prior to the conference. 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. Attendance at the pre-proposal conference is not mandatory though all interested offerors are encouraged to attend in order to facilitate better preparation of their proposals. Questions and answers will be transcribed and sent to registered 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.

To attend the pre-proposal conference either in person or via teleconference, offeror's **must register** with Shawn M. Olsen at shawn.olsen@alaska.gov.

2.03 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.

2.04 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.

2.05 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 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:

- 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.

2.06 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.

2.07 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.

2.08 Prior Experience

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

- Successful offerors shall have a minimum of five-years of prior experience with other states and/or territories that utilize System for Electronic Rate and Form Filing (SERFF) and have performed rate and form filings (including rules), as a regulator for other states.
- In addition the successful offeror must employ the necessary personnel to complete the filings including actuaries in the Casualty Actuarial Society, or Fellow of Society of Actuaries, that have at least six (6) years of experience in property and casualty rate (including rules) filings as a regulator, or consultant to a state or territory acting as a regulator.

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.

2.09 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.

2.10 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.

2.11 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 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.

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	\$40,000.00
Offeror #2	-	Alaskan Offeror	\$42,750.00
Offeror #3	-	Alaskan Offeror	\$47,500.00

[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 \$40,000.00, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\begin{array}{rclclcl} \$40,000.00 & \times & 40 & = & 1,600,000 & \div & \$42,750.00 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & \text{Offeror \#2} & & & & \text{Points} \\ \text{Cost} & & \text{Points} & & \text{Adjusted By} & & & & \\ & & & & \text{The Application Of} & & & & \\ & & & & \text{All Applicable} & & & & \\ & & & & \text{Preferences} & & & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{rclclcl} \$40,000.00 & \times & 40 & = & 1,600,000 & \div & \$47,500.00 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & \text{Offeror \#3} & & & & \text{Points} \\ \text{Cost} & & \text{Points} & & \text{Adjusted By} & & & & \\ & & & & \text{The Application Of} & & & & \\ & & & & \text{All Applicable} & & & & \\ & & & & \text{Preference} & & & & \end{array}$$

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

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

[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

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 on the 9th floor of the State Office Building (SOB) 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

Any contract resulting from this RFP will be a Firm Fixed Price 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 Commerce, Community, and Economic 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 addressed in writing by March 5, 2015 to the procurement specialist only. Requests to materially alter Appendix A after the due date or proposals will not be entertained.**

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 B2, 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 B2 must be addressed in writing by March 5, 2015 to the procurement specialist only. Requests to materially alter Appendix B2 after the due date of proposals will not be entertained.**

3.07 Contract Funding

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

3.08 Proposed Payment Procedures

The state will make payments based on actual hours worked and expenses accrued and approved. No payments will be made until the work is performed and an invoice has been submitted and approved by the project manager.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Commerce, Community, and Economic Development or the Commissioner's designee. Under no conditions will the state be liable for the payment or 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 Commerce, Community, and Economic Development or the Commissioner's designee.

3.15 Contract Invalidity

If any provision of this contract is found to be invalid, such invalidation 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.).

Vendor Access

Should the need arise, vendor will have access to the State's system during the project and support after the project. The vendor will adhere to the State's security policies and standards; the Department's security policies and standards; and any Federal or State laws and regulations that govern access to the State's network and data.

(a) Virtual Private Network (VPN)

Access to systems and data within the State Wide Area Network (WAN) from outside the State WAN will be accessed via a State supplied VPN.

(b) Devices Connected To State WAN

Any device connected to the State WAN directly or by VPN will be required to follow all security policies. These include but are not limited to current and active antivirus, current operating system and application critical security patches, and host intrusion prevention software.

(c) Encryption of Data

The vendor will be required to encrypt any State data both in transit and at rest at all times that is in use by the vendor during the project and support after the project. This applies to any device that accesses State data in any fashion.

(d) Destruction of Data

When any vendor owned device that has had access to State data is deemed to no longer require access to State data it must be cleaned and the data destroyed in compliance with the State and DCCED security policies.

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

- Property and casualty insurance forms and rates that contractor has access to in performance of the scope of work;
- Loss data of insurers or any rating organizations including rating models that contractor has access to in performance of the scope of work;
- Underwriting and other statistical data of the insurers, or the insurers rating organizations that contractor has access to in performance of the scope of work;

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

The Division of Insurance regulates the insurance industry to protect Alaskan consumers and ensure access to competitive, viable, and ethical insurance services. The consumer services section offers resources on evaluating and purchasing insurance products and assists with consumer complaints and concerns. The division also reviews and enforces financial statutes and regulations, monitors rates, reviews applications, investigates complaints and alleged fraudulent activities, and issues licenses.

A diverse and competitive insurance marketplace is a critical component of thriving communities and a healthy economy. To foster an increasingly competitive insurance market, the division stays abreast of national trends and encourages the insurance industry to offer a diverse portfolio of products for consumers. As a result, Alaskans benefit from a wider variety of insurance products from a broad range of companies.

In 2014, the division committed to restructuring its operations with a focus on efficient and effective processes. One area where the division identified a need for streamlining was in the property and casualty rate and form filing unit. Shortages in the number of staffing were identified as one of the primary reasons that filings were viewed as untimely. The division decided, with the support of the administration, to address the staffing shortages beginning with the organizational structure of the unit and the position requirements. In the interim, it will be necessary that the division contract out the majority of the rate and form filing processing.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Contractor shall:

- Review for approval or disapproval in accordance with Alaska's Statutes (AS) and Alaska Administrative Code (AAC) the assigned property and casualty form filings in a timely and responsive manner;
- Review for approval or disapproval in accordance with Alaska's statutes and administrative code and in accordance with the principles of the Actuarial Standards Board and the Casualty Actuarial Society property and casualty rate filing in a timely and responsive manner;
- Work independently in the DOI's databases as given access including System for Electronic Rate and Form Filing (SERFF) to approve such filings, complying with the DOI's security requirements for access to the databases, maintaining confidentiality;
- Communicate weekly by email and/or phone with the PM to ensure that all DOI staff and the contractor staff are working together towards the goal of improved processes;
- Make recommendations to the director and deputy director regarding process and organizational changes to achieve optimal operational efficiencies; and
- Provide training as requested and approved by the director.

5.02 Deliverables

The Contractor shall:

- Perform the work in a diligent and professional manner throughout the term of the contract, meeting all statutory deadlines of the DOI. When requested and approved by the director, the contractor shall provide training related to market regulation and market conduct.
- Provide a stewardship report accounting for activities and providing for any process improvement recommendations either quarterly or as prescribed by the director.

5.03 Project Personnel

The Contractor shall notify the Project Manager immediately of any change in key project personnel. Any changes to key personnel must receive prior written approval from the PM on a weekly basis.

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.

- The proposals should be presented in the order set forth herein and include all of the information requested. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.
- In order to facilitate review of these proposals on an equitable basis, no more than 100 pages (12 point type and 8.5" x 11" page size) is preferred for the body of the proposal. In order to provide potential providers the opportunity to include additional information, the number of pages that may be included in the Appendices is not limited.
- The proposal should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted only in binders (3-hole punched) or stapled to facilitate duplication (if necessary).
- Original Copy. One of the four (4) required number of copies of the proposal should be marked "original" and contain the Cost Schedule and the original signed proposer information and assurance form – Attachment 3.
- Table of Contents. Proposals should have a table of contents. List each section of the proposal with applicable page numbers with a separate section(s) identified for the appendices.
- Page Numbers. Consecutively number all pages.

In particular, the following portions of this RFP must be returned with your response, filled in when applicable and in this order:

- Attachment 3 – Proposer Information and Assurance. Proposals must be signed by a company officer empowered to bind the company on the Proposer Information and Assurance Form and the Alaska Bidder Preference Affidavit, if applicable. Failure to include notarized signatures on these forms in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. The signed proposer information and assurance form should be placed at the front of the proposal, in the Introduction section. Include the original copy in the proposal marked "original."
- Any amendments to the RFP that require return and signature.
- Attachment 4 – Certificate of Independent Price Determination.
- Attachment 5 – RFP Cost Schedule – **in Original Proposal ONLY**.
- Alaska Bidder Preference Affidavit. To receive the Alaskan Bidder Preference, proposals must include an affidavit (Attachment 6) certifying that the proposer is eligible to receive the Alaskan Bidder Preference. If a joint venture, all proposers must qualify. Submission of applicable preference documentation is the offeror's responsibility.
- Proof of Alaska Business License & Other Required Licenses.
- Minimum Requirements – Provide a detailed discussion, including examples and/or documentation, of how the offeror meets each Minimum Requirement.

- **Conflict of Interest and Restrictions:** Provide a statement that no conflicts of interest exist or state that there were potential conflicts and they were declared in writing to the department. If the contractor provided prior conflict of interest statements and the department found no conflict existed, and/or the conflict was not significant and/or the conflict could be mitigated please include a copy of the department's response.

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 an organizational chart specific to 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.

The purpose of the organizational chart is to identify the contractor. **Please do not include the state on your chart.**

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.

Each resume should include, the person's regulatory experience, with the specific state(s), as a filing analyst, market conduct and/or actuary, length of experience and familiarity with SERFF, experience in performing market conduct examinations and knowledge of property and casualty insurance. Experience participating in training and/or mentoring individuals should be identified on the resumes.

Offerors must provide:

- Proof of how long they have performed work in SERFF.
- All relevant (CAS/SOA/FSA) and valid (in good standing) accreditations/certifications of all personnel assigned to accomplish the work called for in this RFP.
- A minimum of three (3) letters of reference (**on the clients letterhead**), but no more than five (5) from current regulators with names and phone numbers for similar projects the offeror's firm has completed. References from the State of Alaska; Division of Insurance are strongly discouraged.

In addition, the offerors may provide up to three (3) letters of reference, but no more than five (5) from regulators referencing former contracts that the work was done on time, on budget and demonstrably satisfied the regulator.

6.07 Cost Proposal

Cost proposals must be completed in Attachment Five.

6.08 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 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.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

Proposals will be evaluated against the questions set out below

7.01 Understanding of the Project (185 Points)

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the work? (40 Points)
- [b] How well has the offeror identified pertinent issues and potential problems related to the scope of work? (30 Points)
- [c] To what degree has the offeror demonstrated an understanding of the scope of work the state expects it to provide, including working knowledge of Alaska statutes and codes as related to Property & Casualty rate and form filing, including rules, and SERFF functionality? (50 Points)
- [d] Has the offeror demonstrated an understanding of the state's statutory requirements of ongoing work and need to meet required deadlines? (35 Points)
- [e] Can the offeror provide training to division staff on current regulatory issues including market conduct and market regulation? (30 Points)

7.02 Methodology Used for the Project (15 Points)

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP? (5 Points)
- [b] How well does the methodology match and achieve the objectives set out in the RFP? (5 Points)
- [c] Does the methodology interface with the time schedule in the RFP? (5 Points)

7.03 Management Plan for the Project (25 Points)

- [a] How well does the management plan support the scope of work required and necessary to meet the objectives of this RFP? (5 Points)
- [b] Is the organization of the project team clear? (5 Points)
- [c] How well does the management plan illustrate the lines of authority and communication? (5 Points)
- [d] Does it appear that the offeror can meet the timelines set out in the RFP as dictated by AS 21.39 and the Administrative Code dealing with insurance? (5 Points)
- [e] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (5 Points)

7.04 Experience and Qualifications (275 Points)

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience in SERFF? (30 Points)
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? (25 Points)
- [c] How extensive is the applicable education and experience, including regulatory experience, of the personnel designated to work on the project? (25 Points)
- [d] Do the resumes include filing analysts with appropriate experience in property and casualty insurance? (20 Points)
- [e] Do the resumes include an actuary with proper credentials and experience in property and casualty insurance? (20 Points)

Questions regarding the firm:

- [f] How well has the firm demonstrated experience in providing similar property and casualty form filings analysis and approval to other states? (30 Points)
- [g] How well has the firm demonstrated experience in providing similar title insurance form filings analysis and approval to other states? (15 Points)
- [h] How well has the firm demonstrated experience in working with the National Council on Compensation on reviewing forms and rates in other states? (30 Points)
- [i] How well has the firm demonstrated experience in working with property and casualty rating organizations on reviewing forms and rates, including rules in other states? (35 Points)
- [j] How relevant is the history and experience of the firm to the scope of work, and how well did the offeror explain its' relevance? (30 Points)
- [k] Has the firm provided letters of reference from previous clients where they performed similar regulatory work? (20 Points)

7.05 Contract Cost (400 Points)

Overall, a minimum of **400** points 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.

7.06 Alaska Offeror Preference (100 Points)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form – For your information
2. RFP Acknowledgement Form – Due March 5, 2015
3. Proposer Information and Assurance Form – Include in your proposal
4. Certificate of Independent Price Determination – Include in your proposal
5. Cost Schedule – **Include in your original proposal ONLY**
6. Alaska Bidder Preference Affidavit – Include in your proposal
7. Standard Agreement Form – For your information
8. Appendix A General Provisions – For your information
9. Appendix B2 Insurance Requirements – For your information
10. Notice of Intent to Award – For your information
11. Checklist – For your information

ATTACHMENT ONE (1)
PROPOSAL EVALUATION FORM
EVALUATION CRITERIA AND SCORING

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 2015-0800-2959

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

Proposals will be evaluated against the questions set out below

7.01 Understanding of the Project — 185 Points

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of work?
(40 Points)

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the scope of work? (30 Points)

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the scope of work the state expects it to provide, including working knowledge of Alaska statutes and codes as related to Property & Casualty rate and form filing, including rules and SERFF functionality? (50 Points)

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's statutory requirements of ongoing work and need to meet required deadlines? (35 Points)

EVALUATOR'S NOTES _____

[e] Can the offeror provide training to division staff on current regulatory issues including market conduct and market regulation? (30 Points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project — 25 Points

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP? (5 Points)

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP? (5 Points)

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the RFP? (5 Points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project — 25 Points

[a] How well does the management plan support the scope of work required and necessary to meet the objectives of this RFP? (5 Points)

EVALUATOR'S NOTES _____

[b] Is the organization of the project team clear? (5 Points)

EVALUATOR'S NOTES _____

[c] How well does the management plan illustrate the lines of authority and communication? (5 Points)

EVALUATOR'S NOTES _____

[d] Does it appear the offeror can meet the timelines set out in the RFP and dictated AS 21.39 and the Administrative Code dealing with insurance? (5 Points)

EVALUATOR'S NOTES _____

[e] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (5 Points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications — 275 Points

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience working in SERFF? (30 Points)

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? (25 Points)

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience, including regulatory experience, of the personnel designated to work on the project? (25 Points)

EVALUATOR'S NOTES _____

[d] Do the resumes include filing analysts with appropriate experience in property and casualty insurance? (20 Points)

EVALUATOR'S NOTES _____

[e] Do the resumes include an actuary with proper credentials and experience in property and casualty insurance? (20 Points)

EVALUATOR'S NOTES _____

Questions regarding the firm.

[f] How well has the firm demonstrated experience in providing similar property and casualty form filings analysis and approval to other states? (30 Points)

EVALUATOR'S NOTES _____

[g] How well has the firm demonstrated experience in providing similar title insurance form filing analysis and approval to other states? (15 Points)

EVALUATOR'S NOTES _____

[h] How well has the firm demonstrated experience in working with the National Council on Compensation on review forms and rates in other states? (30 Points)

EVALUATOR'S NOTES _____

[i] How well has the firm demonstrated experience in working with property and causality rating organizations on review forms and rates, including rules in other states? (35 Points)

EVALUATOR'S NOTES _____

[j] How relevant is the history and experience of the firm to the scope of work, and how well did the offeror explain its' relevance? (25 Points)

EVALUATOR'S NOTES _____

[k] Has the firm provided letters of reference from previous clients where they performed similar regulatory work? (20 Points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

ATTACHMENT TWO (2)
RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to **Procurement Specialist** March 5, 2015)

Insurance Form Filings and Actuarial Services

RFP No. 2015-0800-2959

Contract Projected to Begin: May 1, 2015

Contract Projected to End: June 30, 2017

ISSUED: February 18, 2015

I have received the above specified RFP and

☐ **DO** INTEND TO RESPOND WITH A PROPOSAL

☐ **DO NOT** INTEND TO RESPOND WITH A PROPOSAL

AGENCY / ORGANIZATION / INDIVIDUAL

Agency

Organization

Individual

--	--	--

Address

Phone Number

--	--

Please Sign on the Above Line

Date

ATTACHMENT THREE (3)
PROPOSER INFORMATION AND ASSURANCE FORM
REQUEST FOR PROPOSALS

Department of Commerce, Community, and Economic Development

RFP No. 2015-0800-2959

Contract Projected to Begin: May 1, 2015

Contract Projected to End: June 30, 2017

- (1) Proposer's Name: _____
- (2) Proposer's Address: _____
Telephone Number: _____ Fax: _____
- (3) Status: For Profit: _____ Non-Profit: _____ Other: _____
- (4) Alaska Business License Number: _____
- (5) Internal Revenue or Social Security Number: _____
- (6) Professional Registration Number (if applicable): _____
- (7) Recipient Contact Person: _____
- (8) Authorized Representative: _____
- (9) **TERMS AND CONDITIONS:** The undersigned Proposer agrees to abide by the Department of Commerce, Community, and Economic Development regulations and policies as described by law and delineated in the Request for Proposal (RFP).
- (10) The Proposer(s), by execution of the **Proposer Information & Assurance Form**, agree to be bound by the terms of the RFP and proposal for a period of not less than **90** days.

Proposer's Authorized Signature and Title*
(Must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this ____ day of _____, 2015.

NOTARY PUBLIC

My commission expires: _____

*Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

ATTACHMENT FOUR (4)
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The proposer certifies that:

- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other proposer or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) the prices in this offer have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) no attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

- (1) is the person in the proposer's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

[Insert full name of person(s) in the proposer's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the proposer's organization, (add lines as needed)];

- (ii) as an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (a)(3) above.
- (iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (A) (1) through (A)(3) above.

(c) If the proposer deletes or modifies subparagraph (A)(2) above, the proposer must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Proposer's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this ____ day of _____, 2015.

NOTARY PUBLIC

My commission expires: _____

*Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

ATTACHMENT FIVE (5)
RFP COST SCHEDULE

RFP No. 2015-0800-2959

Contract Projected to Begin: May 1, 2015

Contract Projected to End: June 30, 2017

Offerors must provide pricing as outlined below or their proposal will be rejected as non-responsive.

Fees proposed by the successful Offeror 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 (if applicable), employee fringe benefits, payroll, profit, markups, direct expenses, travel costs, supplies, shipping and delivery costs overhead and administrative costs and any and all other expenses associated with the performance of this contract. Whatever rates are proposed must be used consistently throughout the proposal.

The state will make payments based on actual hours worked and expenses accrued and approved. No payments will be made until the work is performed and an invoice has been submitted and approved by the project manager.

During the period of the contract all price decreases experienced by the Contractor must be passed on to Commerce. A Contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

There is no guarantee there is enough work to expend the entire budget. The resultant Contract will not have a guaranteed minimum amount. Payment is contingent upon Federal and legislative funding, the needs of Commerce and the successful completion of work by the contractor.

SPECIAL NOTE:

Offeror's cost and pricing information is limited to this cost schedule. Pricing information on any other page(s) of the offeror's proposal may be removed prior to evaluation. To ensure that your proposal is fully considered in the evaluation phase, costs, pricing or budget amounts for this RFP should be included in Attachment 5 only.

ATTACHMENT SIX (6)

STATE OF ALASKA
Department Of Commerce, Community, And Economic
Development
Certificate Of Qualification For Alaska Bidder Preference
AS 36.30.170(b)

**Complete Only One of the
Following:**

RFP No. 2015-0800-2959

Invitation to Bid No.

Business Name:

Business Address:

I certify under penalty of perjury that the above business qualifies for the Alaska Bidder Preference under the following conditions;

1. Holds a current valid Alaska Business License (a copy must be attached);
2. Submits a bid for goods, services, or construction under the name as appearing on the persons current Alaska Business License;
3. Has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
4. Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and
5. If a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Federal Employer Identification Number (EIN) **OR** Alaska Business License Number **and**
Social Security Number (SSN) Expiration Date

Authorized Signature(s)

Printed Name(s)

This Certificate must be included in your bid or proposal to be considered for the preference.

ATTACHMENT SEVEN (7)

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

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

ATTACHMENT EIGHT (8)

APPENDIX A

GENERAL PROVISIONS

Article 1: Definitions

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

Article 2: Inspection and Reports

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

Article 3: Disputes

- 3.1 Any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4: Equal Employment Opportunity

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

- 4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5: Termination

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

Article 6: No Assignment or Delegation

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

Article 7: No Additional Work or Material

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

Article 8: Independent Contractor

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

Article 9: Payment of Taxes

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

Article 10: Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Manager, the contractor may retain copies of all the materials.

Article 11: Governing Law

This Contract is governed by the laws of the State of Alaska. All actions concerning this Contract shall be brought only in the Superior Court of the State of Alaska.

Article 12: Conflicting Provisions

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13: Officials Not to Benefit

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

Article 14: Covenant Against Contingent Fees

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

Article 15: Compliance

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

Article 16: Force Majeure

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

ATTACHMENT NINE (9) APPENDIX B² INDEMNITY AND INSURANCE

Article 1: Indemnification

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

Article 2: Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per claim.

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

Contract Amount	Minimum Required Limits
Under \$100,000.00	\$300,000.00 per Claim / Annual Aggregate
\$100,000.00 – \$499,999.99	\$500,000.00 per Claim / Annual Aggregate
\$500,000.00 – \$999,999.99	\$1,000,000.00 per Claim / Annual Aggregate
\$1,000,000.00 or over	Refer to Risk Management

ATTACHMENT TEN (10) NOTICE OF INTENT TO AWARD

STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT NOTICE OF INTENT TO AWARD FOR PROCUREMENTS OVER \$100,000.00	Date Issued
	Authority Number
	RFP No. 2015-0800-2959
Name of Agency and Mailing Address	Name of Procurement Officer
Alaska Department of Commerce Community and Economic Development Division of Administrative Services - Procurement PO Box 110803, Juneau, AK 99811-0803	Shawn M. Olsen
Name of Project: Insurance Form Filings and Actuarial Services	
This is notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.	
<p>An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.</p> <p>All protests shall be filed with the Department's procurement officer in writing and include the following information:</p> <ul style="list-style-type: none"> (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and, (5) the form of relief requested <p>Per AS 36.30.550, AS 36.30.560 and AS 36.30.565</p>	
Apparent Successful Offeror's Name and Address	
All other Offeror's Names in Alphabetical Order	All Other Offer's Address

ATTACHMENT ELEVEN (11) PROPOSAL RESPONSIVENESS CHECKLIST

Insurance Form Filings and Actuarial Services

RFP No. 2015-0800-2959

Contract Projected to Begin: May 1, 2015

Contract Projected to End: June 30, 2017

The following information must be included in each proposal. Proposers who do not respond to each item as specified below will be considered "non-responsive" and the proposal will **not** be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

(Proposers are encouraged to use this checklist in preparation of proposals)

Description	Checklist
Proposal received by 2:00 PM, Friday, March 20, 2015 in the Procurement Office on the Ninth Floor, 333 Willoughby Avenue, Juneau, Alaska 99801. (see Section 1.01)	
Proposal includes One original and 3 Copies (4 total copies)	
Any amendments to the RFP	
Attachment 3 – Proposer Information and Assurance Form	
Attachment 4 – Certificate of Independent Price Determination	
Attachment 5 – RFP Cost Schedule (IN ORIGINAL ONLY)	
Attachment 6 – Alaska Bidder Preference Affidavit	
Proof of Alaska Business License (if applicable) & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Understanding of the Project	
Methodology Plan Used for the Project	
Management Plan Used for the Project	
Experience and Qualifications/Accreditations/Certifications	