



STATE OF ALASKA
Department of Administration
Division of General Services
333 Willoughby Ave., 7th Fl. State Office Building
PO Box 110210, Juneau, AK 99811-0210

Request For Proposals

RFP 2015-0200-2770

Date of Issue: June 25, 2015

Title and Purpose of RFP:

Long Term Care Plans' Administrator

Offerors Are Not Required To Return This Form.

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

Emmanuel Feliciano
Procurement Officer
Department of Administration
907-465-5762
emmanuel.feliciano@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Proposal Submittal, Contact Person, Telephone, and Receipt of Proposals

Offerors must submit one copy of their technical proposal and one copy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal can be included with the package but it must be sealed separately and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of General Services
Attention: Emmanuel Feliciano
Request for Proposal (RFP) Number: 2015-0200-2770
Project name: Long Term Care Plans' Administrator

Mailing Address:

PO BOX 110208
Juneau, AK 99811-0208

Physical Address:

333 Willoughby Avenue
Commissioner's Office
10th Floor, State Office Building
Juneau, AK 99801

Proposals must be received no later than 4:30 P.M. (Alaska Time) on Thursday July 16, 2015. Faxed, emailed and oral proposals are not acceptable. 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.

Important Note: There is no overnight express mail delivery to Juneau, Alaska. All expedited mail services take at least two nights. All questions concerning this RFP must be directed to the Procurement Officer:

Emmanuel Feliciano
Tel.: 907-465-5762
Email: emmanuel.feliciano@alaska.gov

1.02 Definitions and Glossary of Acronyms

Definitions:

"Care Management Unit" means Offeror's Care Manager, Care Advisor and/or Care Coordinator staff that will work directly with the member to determine and implement their program of care.

"Claim Processing Unit" means Offeror's Customer Service and/or Claim Processing staff that are accountable and assigned for the execution and deliverables of the requested services.

"Contract" means the agreement or agreements issued to and binding the Offeror or Offerors under this RFP. The Contract includes all terms of this RFP as well as a professional services agreement containing the terms and conditions of the agreement. The professional services agreement will be negotiated prior to issuance of the notice of intent to award.

"Contractor" is defined as the successful Offeror awarded a contract

"Offeror" is defined as a responder to this RFP.

"Member" means a State retired employee and his/her spouse eligible for Long Term Care plan coverage under applicable Alaska law.

"Procurement Officer" means Emmanuel Feliciano, his designee or successor.

“Project Director” is defined as the Division of Retirement and Benefits’ designated representative or as otherwise designated by the Commissioner of the Department of Administration, and their authorized designee(s).

“State” means the State of Alaska, the Department of Administration, and/or the Division of Retirement and Benefits, who are requesting the services set out in this RFP.

Acronyms:

This section provides an alphabetical listing of the acronyms used in this RFP for the reader’s convenience. The full spelled out source of the acronym will only be listed in this section. All other references will be in acronym form only (except in headings).

AAC	Alaska Administrative Code (www.legis.State.ak.us/basis/folio.asp)
AAM	Alaska Administrative Manual (www.doa.alaska.gov/dof/manuals/aam/index.html)
AS	Alaska Statutes (www.legis.State.ak.us/basis/folio.asp)
COBRA	Consolidated Omnibus Budget Reconciliation Act
DOA	Department of Administration
DRB	Division of Retirement and Benefits
HIPAA	Health Insurance Portability and Accountability Act of 1996
LTC	Long Term Care
NIA	Notice of Intent to Award
PEC	Procurement Evaluation Committee
OPN	Online Public Notice
RFP	Request for Proposals
SOA	State of Alaska

1.03 Contract Term and Work Schedule

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

The initial period of performance will be from January 1, 2016, through December 31, 2018, with two one-year renewal options, to be exercise solely at the option of the State.

Unless otherwise provided in this RFP, the State and the successful Offeror 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:

- RFP issued: **June 25, 2015**
- Pre-Proposal Conference: **July 7, 2015**
- Questions Deadline: **July 10, 2015**
- Deadline for Receipt of Proposals: **July 16, 2015**
- State of Alaska issues contract: **October 1, 2015**
- Delivery of Implementation/Transition Plan: **October 5, 2015**
- Transition Period through: **December 31, 2015**
- LTC services start: **January 1, 2016**

1.04 Purpose of the RFP

The Department of Administration, Division of Retirement and Benefits, hereafter the State, is soliciting proposals for an Offeror to provide the administrative functions set out in this RFP, whose duties include, but are not limited to, handling matters of eligibility, adjudicating claims, and answering plan related questions in regard to the LTC Plans administered by the State.

1.05 Budget

The budget is estimated at \$2,500,000 for a five year contract term (three year initial term and two one-year renewal options). Proposal priced at more than the estimated budget will be considered non-responsive.

1.06 Location of Work

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

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

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

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

1.07 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.

1.08 Assistance to Offerors with a Disability

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

1.09 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.

1.10 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be submitted in writing, addressed to the procurement officer, Emmanuel Feliciano, and received no later than July 10, 2015. Questions must be sent to the procurement officer through either via email at emmanuel.feliciano@alaska.gov or via fax to (907) 465-2194. A follow up phone call should be made to confirm receipt of all questions to the procurement office at (907) 465-5762. Also, any interested party must confirm telephone conversations in writing.

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

1.11 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 OPN web site.

1.12 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.

1.13 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended Offeror shall be rejected.

1.14 State Not Responsible for Preparation Costs

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

1.15 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.

1.16 Subcontractors/Joint Ventures

Subcontractor or 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 Administration 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. In addition, the HIPAA privacy provisions apply to health information created or maintained by health care providers who engage in certain electronic transactions, health plans and health care clearinghouses. Offerors must be knowledgeable of and responsible for actions implicating HIPAA compliance under this RFP and resulting contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

Attachment B must be manually signed by an individual authorized to bind the Offeror to the provisions of the RFP. Electronic signatures are not allowed. Proposals must remain open and valid for at least 120-days from the date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 10:30 A.M., Alaska Time, on July 7, 2015, in the Department of Administration, Division of Administrative Services conference room on the 10th floor of the State Office Building in Juneau, Alaska. Offerors are not required to attend in person; instead, they can call 1-800-315-6338 and use the access code 60615 to participate in the meeting.

The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and posted as an amendment to the RFP on the State's Online Public Notice website: <http://aws.State.ak.us/OnlinePublicNotices/>

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

2.03 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 1.13 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminishes the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 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

The Offeror must be a licensed insurance provider that offers LTC insurance policies to the public, and must have at least five years of experience in the following:

- Providing LTC services to at least one government employer and one private employer;
- Providing claim administration for LTC services to at least one employer with 20,000 or more retirees; and
- Processing over 5,000 claims per month for at least one employer.

Offerors are required to provide evidence that demonstrates they meet these prior experience requirements. Acceptable evidence includes a letter from a client that verifies the Offeror has performed the services on their behalf. An Offeror who fails to demonstrate these requirements will cause their proposal to be considered not responsible.

In determining responsibility and as allowed in AS 36.30.360 and 2 AAC 12.500; the State reserves the right to request supplementary information to assure prospective Offerors have a satisfactory record of performance, are qualified legally to contract with the State, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, the State reserves the right to require prospective Offerors to demonstrate they have the necessary financing, equipment, facilities, expertise and personnel.

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 SIX 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:

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

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

2.12 Application of Preferences

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

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

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

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to an Offeror who:

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

Alaska Bidder Preference Affidavit

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

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

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

2.14 5 Percent Alaska Veteran Preference – AS 36.30.321(f)

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

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

Alaska Veteran Preference Affidavit

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

2.15 Formula to Convert Cost to Points –AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

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

100	x	10%	=	10
Total Points Available		Alaskan Offerors Percentage Preference		Number of Points Given to Alaskan Offerors Under the Preference

[STEP 2]

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

- Offeror #1 - 89 points*
- Offeror #2 - 80 points*
- Offeror #3 - 88 points*

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

- Offeror #1 - **89 points***
- Offeror #2 - **90 points***
- Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Division of Retirement and Benefits conference room on the 6th floor of the State Office Building in Juneau, Alaska.

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

2.18 Failure to Negotiate

If the selected Offeror

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

the State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

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

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

2.20 Protest

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

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

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

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued. A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

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

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

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This is a **Fixed Price with Adjustment** contract. Contract rates and annual prices quoted for these services are a not-to-exceed amount and will remain firm through the three year initial term of the resulting contract. For subsequent renewals, beginning January 1, 2019, a Consumer Price Index (CPI) increase may occur in accordance with the following.

The Offeror must request price adjustments, in writing, 30 days prior to the renewal date. If the Offeror fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers – All Items – Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average of January through June 2015; and January through June six-month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive price adjustments will be allowed.

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 Administration, or the Commissioner's designee. Upon written notice to the Offeror, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Offeror, 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 Offeror will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The Offeror must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal.

3.04 Proposal as a Part of the Contract

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 B, 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 B must be set out in the Offeror's proposal.

3.07 Contract Funding

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

3.08 Proposed Payment Procedures

The State will make payments based on the administrative fees per member per month. Offeror shall provide a monthly invoice on or before the fifteenth (15th) business day of each calendar month for services provided during the preceding month. Each monthly invoice must include a summary page that contains a breakdown of current expenses, fiscal year-to-date expenses, and overall expenses (crossing fiscal year) for services provided.

In addition to the monthly invoice and summary page, the Offeror must provide monthly service reports as describe in the RFP Scope of Work. No payment will be made until the invoice, summary page and service reports have been received and approved by the Project Director.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, State, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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 Offeror.

3.11 Contract Personnel

Any changes of key personnel to the Offeror's personnel 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. Key personnel are defined as the account manager, home office manager, or regional office manager ultimately responsible for the State's account and any other person(s) the Offeror lists as having ultimate responsibility for the State's account.

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Offeror 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 Offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The Offeror will not unreasonably withhold such changes.

Substantial failure of the Offeror to perform the contract may cause the State to terminate the contract. In this event, the State may require the Offeror 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 Offeror 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 Offeror, terminate the Offeror'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 Offeror 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 Offeror a written description of the additional work and request the Offeror 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 Offeror 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 Administration or the Commissioner's designee.

3.15 Contract Invalidation

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

3.16 Documentation Retention Requirement

The Offeror must retain all documents, working papers and supporting data related to services provided under this contract for a period of seven years after the expiration of this contract, including all extensions. In the event of a litigation involving the services provided under this contract, the Offeror must retain any documents, working papers, and supporting data that may be required, if requested to do so, and for as long as requested by the State.

3.17 Transition Services

The Offeror must assist the State in the transition from the services provided and/or data gathered by the current Contractor to the Offeror. The Offeror must provide a comprehensive plan that at minimum addresses the length of the transition, the amount of dedicated staff to the transition, and what is required by the State, the Offeror, and the current Contractor.

Upon contract expiration, or if the contract is terminated by the State or the Offeror, the Offeror, the State, and the State's designee shall work collaboratively to prepare a specific transition plan to the new contractor. The Offeror must provide sufficient dedicated staff to the transition as well as processes for ensuring transfer of materials. Nothing in the transition plan to be developed is intended to divulge trade secrets. Transition services must be at no cost to the State.

3.18 Nondisclosure and Confidentiality

Offeror 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 Offeror 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 Offeror with all applicable federal and State law, including the Social Security Act and HIPAA. The Offeror 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 Offeror or a Offeror's agent or otherwise made available to the Offeror or a Offeror's agent in connection with this contract, or acquired, obtained or learned by the Offeror or a Offeror's agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the Offeror 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 Offeror 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 Offeror 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 Offeror must be provided to the State within a reasonable time after the Offeror'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 LTC Plan Background

Introduction

The State is the plan administrator for all plans under the AlaskaCare Employee Health Plan, the AlaskaCare Retiree Health Plan, and the AlaskaCare Defined Contribution Retirement (DCR) Health Plan. The plans have been self-insured since July 1, 1997, and the State currently maintains and reports eligibility. The State, through the AlaskaCare Retiree Health Plan, offers voluntary LTC Plan for the State's retired employees and their spouses, hereafter members, who are receiving benefits from the Public Employees', Teachers', Judicial, or Elected Public Officers' Retirement Systems.

There are four options available under the LTC plan—Bronze, Silver, Gold, and Platinum. These options provide a range of health and social services for people who need assistance with the basic activities of daily living. The benefits on these options may change from time to time. The LTC coverage is offered to approximately 32,000 members. Approximately 2,000 members join the plan each year.

Silver, Gold, and Platinum Options

These options are available only to members who retire after December 31, 1999, or those who applied for and were approved for coverage during the enrollment period in 2000. The Silver, Gold, and Platinum options cover the same services— skilled or intermediate nursing home care, assisted living facilities, home health care, respite care, and hospice care. The only differences between the options are the beginning lifetime maximum benefit and the type of inflation protection offered.

Bronze Option

This option is available only to members who retired prior to February 1, 2000. This option covers skilled or intermediate nursing home care and home health care, and has lower benefit maximums. However, it does not offer inflation protection, respite care, or hospice care, which are substantially different from the other options. Retirees enrolled in the Bronze option were given a one-time opportunity to stay in this option or select one of the other three options if they wanted to increase their coverage.

Plan Administrator

Currently, Univita, through a third party contractor, is the administrator for the claims, medical underwriting, appeal adjudications, and report for the LTC Plans. This includes but is not limited to:

- Records data of all claims correspondence;
- Receives and evaluates all claim calls; and
- Provides benefit eligibility decisions including the development and/or monitoring of the Plans of Care and reassessments.

4.02 State's Administrative Background and Benefit Eligibility

The State administers members' enrollment for the plan, and then forwards the eligibility data to the plan carrier each week. This transfer is currently done electronically, via the Internet, over a secure web portal. Errors between the new data received and the previous information contained in the plan carrier eligibility system is reported, and the State is requested to confirm the appropriate eligibility. The plan carrier then corrects the eligibility system accordingly. During any month, the State adds or removes members from the plan outside the normal electronic method. However, the State doesn't assume responsibility for processing claims, or verifying eligibility other than providing eligibility information and notifying the contractor of benefit changes.

In addition, the State collects appropriate premiums for the retiree LTC coverage directly from the retiree warrants. However, if the retirees have insufficient funds from their benefit warrant to pay their plan selection, the State's Third Party Direct Bill contractor, PayFlex, collects the premiums directly from the retiree. Then the contractor furnishes the LTC claim administrator with the eligibility retirees on Direct Bill.

4.03 LTC Plans – Benefit Summary

This table illustrates a summary of the coverages mentioned above. Please refer to the [LTC Plan Booklets](#) for additional information, limitations, and exclusions.

Benefits	Bronze Option	Silver Option	Gold Option	Platinum Option
Deductible	90 days	90 days		
Benefit Eligibility	2 of 5 ADL's	2 of 6 ADL's or cognitively impaired		
Lifetime Maximum	\$200,000	\$400,000	\$300,000	
Nursing Home Daily Benefit	\$125 in-State \$75 out-of-State	\$200		
Assisted Living Facility Daily Benefit	Covered in lieu of other services if approved	\$150		
Home Health Care Daily Benefit	\$75 in-State \$40 out-of-State	\$125		
Hospice Care Daily Benefit	Not Covered	\$125		
Respite Care Daily Benefit	Not Covered	Up to \$200 daily Up to 14 calendar days per calendar year		
Inflation Protection	None	None	Simple at 5% of original benefit each year. Applies to lifetime and daily maximums.	Compound at 5% of the prior year's benefit each year. Applies to lifetime and daily maximums.

**Existing Bronze option is closed to new entrants after 1/31/2000.*

SECTION FIVE SCOPE OF WORK

5.01 General requirements

The State is soliciting proposals from a qualified Offerors to provide administrative services for LTC Plans managed by DRB, a self-insured government entity. The services to be provided include, but not necessarily limited to: processing and adjudicating claims, handling matters of eligibility, and receiving and answering questions regarding the LTC Plans. The Offeror must demonstrate they will maintain a unit qualified and adequately staffed to perform all the administrative functions set out in this section.

Provide Customer Service

The Offeror must have a central location with a high quality Claim Processing Unit staff to process, adjudicate, and respond to members' inquiry. The Offeror must develop and implement a training program to train staff in regards the State's LTC Plan benefit design and policies. The Offeror must maintain call center with an adequate number of toll-free phone lines operated by a live person, as well as a separate toll-free phone line for the hearing impaired, to provide prompt access for members to qualified personnel.

At minimum, the Claim Processing Unit and the phones lines must be staffed and available Monday through Friday from 7:00 a.m. to 5:00 p.m. (Alaska Time). Calls shall be answered within three rings, and answered calls shall not exceed 30 seconds of holding or waiting time. Calls abandoned prior to a 30 seconds mark shall not exceed 5%. Currently, there are approximately 400 calls handled per month.

Also, the Offeror shall provide access to oral interpretive services, free of charge, for foreign language speakers on an as-needed basis. This will ensure that members have clear communication with Offeror. The Offeror shall also have telecommunication device for the deaf (TDD) services available and provide appropriate methods for communicating with visually- and hearing-impaired members.

In addition, the Offeror must develop and maintain, at its expense, a secure website capability with an URL address that is easy to find and accessed by the member and the State. The content of the website will be agreed to by the State and the Offeror. The website will provide, but not limited to, access to claims and eligibility information, the State's LTC Plan and benefits, downloadable forms, and Claim Processing Unit and Call Center contact information. Also, the Offeror shall provide a secure portal for the members and the State to contact the Offeror via email for claims and eligibility inquiries.

The Offeror must develop and supply a printed guide, to be distributed to the members, with the Organization and Claim Processing Unit contact information as provided in the website. The guide shall also instruct, explain, and illustrate to the members the correct process to follow when submitting a claim.

Process Claims

The Offeror must have a claim processing system capable of accepting and adjudicating claims submitted in electronic and hard copy form, and be able to accept and update eligibility data from the State and its Direct Bill contractor. It also must have the electronic billing capabilities that comply with the federal regulations under HIPAA. The State expects the Offeror to exercise due diligence when administering the claims, and take responsibility for any errors and omissions that may occur.

The Offeror must perform a Claim Intake upon notification of a potential claim and receipt of eligibility information provided by the State. The Claim Intake consist on reviewing, evaluating, and determining the proper disposition of each claim in accordance with the terms of the benefits, the guidelines established by the Offeror and approved by the State, and the requirements of any applicable State's Unfair Claims Practices Act.

The Offeror shall adjudicate the claim based on whether the member and claim are eligible, the type of claim presented, and the amount of coverage. If it's determined that the claim meets the eligibility criteria, based upon

the policy language in the [LTC Plan Booklets](#), the Offeror will promptly make the claim determination and process the claim. However, if the Offeror determines the member is not eligible for benefits, the Offeror will send a denial letter to the claimant.

Once a claim determination is made, the Offeror must pay 90% of clean claims within 10 business days, and 99% of clean claims within 30 calendar days. The Offeror shall audit processed claims for payment accuracy. Errors in claim adjudication discovered at a later date, but within two years of adjudication, shall be corrected at the Offeror's expense within 30 business days of receipt of written notification. A claim overpaid due to an error in excess of \$50 or five percent of allowed, on an act or omission by the Offeror, shall be reimbursed to the State for the exact amount that was overpaid. This does not include overpayment due to member's fraud or other erroneous information submitted by the benefit recipient.

The Offeror shall have a documented antifraud strategy to identify and reduce costs to the State caused by fraudulent activities, and to protect consumers in the delivery of LTC services through the timely detection, investigation, and prosecution of suspected fraud. The Offeror must report to the State potential abusers of the program. Potential abusers may be identified through review of claims suspended for manual review or through referrals, complaints or inquiries received by the Offeror.

Provide Care Management Services

The Offeror must provide care management services after a member is determined eligible for benefits. The Care Management Unit working with the member, will document the approved program of care as written by the member's licensed health care practitioner. The Offeror must provide a copy of the approved care program to the member, and must support them in implementing their care program.

In addition, the Offeror must provide ongoing monitoring. This includes monitoring the member's health status, responding to telephone calls from the member and the member's legal representative, reviewing the care program periodically, and making changes to the ongoing care program as appropriate. When necessary, the Care Management Unit will perform an on-site reassessment to obtain information on the member's functional status and ability to perform the activities of daily living, or cognitive impairment, as required by the policy.

Perform Underwriting on Behalf of the State

The Offeror will be responsible for underwriting on spouses and same sex partners who are added to the LTC plan after the normal enrollment (following marriage to or establishment of a partnership with a currently covered LTC retiree). The Offeror must establish a procedure to examine the member added to the LTC plan, to calculate the coverage they will receive and determine the amount they need to pay for the premium.

There is no underwriting for retirees or their spouses if they enroll at the time of their appointment to retirement. However, a pre-existing clause applies if they received (or should have received) treatment or medical attention in the three months prior to being appointed to retirement, and they began a program of care within the first 12 months of coverage. Approximately 15 spouses or same sex partners per year are reviewed for underwriting.

Perform Appeal Adjudication

The Offeror must adopt an appeal procedure, approved by the State, to be used in the event a member appeals a decision on a claim that is determined ineligible for benefits. Upon exhaustion of the Offeror's appeal process, the member shall be given the option to appeal to the State.

The Offeror will notify the State promptly, in writing, of any member's request to appeal, threats of litigation, or complaints regarding a filed claim, and will send the necessary background information with its notification to the State. The Offeror will review requests for appeal, and if the Offeror recommends the original decision be upheld, the Offeror will provide a formal recommendation, in writing, within five business days following the Offeror's appeal decision of how the State should handle the appeal. However, if the Offeror determines the claim should be paid, then the Offeror will pay the claim without further consultation with the State.

Appeal determinations reached by the Offeror will be communicated to the member and the claims processor. It will be communicated to the State upon request. Information requested by the State related to appeals and customer complaints will be provided to the State within three business days of the request.

5.02 Deliverables and Other Expectations

Provide Service Reports

The Offeror's data processing system must be able to produce and provide several monthly reports and datasets in a format compatible with, but not limited to, Microsoft Excel and Access. The reports must be provided at the time the monthly invoice is submitted. The following reports will be provided:

(a) Customer Service Reports

The Offeror must provide the customer service telephone reports that specifically identify the calls received through its call center that were answered by a live person, as follows:

- Average Speed of Answer;
- Abandonment Rate; and
- First Call Resolution Rate.

(b) Claims Reports

The Offeror must track claims and provide a summary report that details the total claims processed, the total claims that are appealed, and the turnaround time to process a decision for both cases. Turnaround time is defined as the number of days from the day the claim is received to the day the claim is processed. The report must be sorted by the following:

- LTC option; and
- Retirement System.

Claim reports must contain, but are not limited to, the following:

- New Requests for Benefit Eligibility per Service Type;
- Claims Approved or Denied;
- Claims Processing Accuracy;
- Claims Status (including claims pending decision);
- Initial Care Plan Activity;
- Claims Payment Activity (including payment by age and service type);
- Members Approaching Maximum Benefit Limits; and
- Detailed Waiver Status Report to include Date Deductible Met and Date No Longer Receiving Services.

In addition, when a member initiates an LTC claim, the Offeror must perform an interest calculation and report to the State the inflation protection amount of increase for both the maximum daily benefit and lifetime maximums for members covered by the Gold and Platinum plans.

(c) Underwriting Report

The Offeror must provide a summary report that details the total underwriting processed, the total that are appealed, and the turnaround time to process a decision for both cases. The report must contain, but is not limited to, the following:

- Underwriting Process Status;
- Application Activity – Period and Cumulative; and
- Application Decided – Aging.

(d) Ad-hoc Reports

The State may request reports on an ad-hoc basis and will coordinate with the Offeror to determine the timing, format and content needed. Additional reports and requests for information or data, not included above, will be deemed additional services.

Perform Annual Surveys

The Offeror must develop two satisfaction surveys once a year and approved by the State. The surveys results shall be disclosed within 45 calendar days of completion.

(a) Member Satisfaction Survey

This will be provided to the member and shall serve to measure their satisfaction with the Offeror's customer service. The survey must be specific to services provided to the member on a daily basis.

(b) Account Management Satisfaction Survey

This will be provided to the State's project director and DRB designated staff. This will serve to evaluate the Offeror's overall performance of the services provided as set out in this RFP. The survey must focus on the Offeror's ability to manage and perform the services set out in this RFP in a satisfactory manner.

Performance Standards

The following describes performance and objective standards expected by the Offeror. The State will entertain additional standards proposed by the Offeror. However, the State reserves the right to negotiate additional performance standards. The Offeror's ability to meet these standards must be reflected in the monthly reports. Failure to meet these standards will result in penalties of \$1,000 for each 1% deviation from monthly targeted measures, up to a maximum of 10% of monthly fees, on any of the criteria set out below.

(a) Customer Service Objectives

Average Speed of Answer: 90% of telephone calls shall be answered by a live person within 30 seconds any given month.

First Call Resolution: 90% of telephone calls answered shall be resolved in the first call.

Abandonment Rate: no more than 5% of telephone calls in any given month.

Performance Satisfaction: 90% of members that respond to the Member Satisfaction Survey shall be at least satisfied or better with the customer service and access to information about claims status.

Complaints Standards: 95% of responses shall be completed by telephone or mailed within 10 business days of receipt of the complaint.

(b) Claims Objectives

Benefit Eligibility: 90% of all requests for eligibility determinations shall be processed within 10 business days of receiving the claim information.

Claim Payments: 90% of clean claims shall be processed within 10 business days, and 99% of clean claims within 30 calendar days.

Claim Payment Error: a reimbursement will be made to the State for any payment error in excess of \$50 or 5% of allowed charge. This does not include errors due to claimant fraud or erroneous information submitted by the claimant.

Claim Appeal: Acknowledgement of appeal letter shall be sent within 10 business days of receipt of an appeal request. Claims appeal decisions will be completed within 60 calendar days of the receipt of the requested appeal information.

(c) Underwriting Objectives

Medical Underwriting: 90% of all requests for underwriting determinations shall be processed within 10 business days of receipt the information.

Underwriting Appeal: A letter to acknowledge an appeal shall be sent within 10 business days of receipt of an appeal request. Underwriting appeal decisions will be completed within 60 calendars days of the receipt of the requested appeal information.

SECTION SIX PROPOSAL FORMAT, CONTENT AND EVALUATION CRITERIA

6.01 General Information

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 Offeror must provide the minimum required content set out below for each section. However, the State discourages overly lengthy and costly proposals.

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. The Offeror must confirm that it will comply with all provisions in this RFP. Also, the proposal 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.

Proposals must contain the following sections in order:

1. Technical Proposal

- Proposal Checklist (Attachment A)
- Proposal Cover Sheet (Attachment B)
- Offeror's Certification (Attachment C)
- Conflict of Interest Statement (Attachment D)
- Preference Worksheet (Attachment E)
- Organization's Background
- Management Plan of the Project
- Services Methodology

2. Cost Proposal (Attachment F)

3. Alaska Business License

Note: Technical Proposal and Cost Proposal must be in separated envelopes. No pricing information shall be included in the Technical Proposal. Your proposal should not be stapled or hardbound to facilitate easy reproduction.

6.02 Evaluation and Scoring Process

All proposals will be reviewed to determine if they are responsive and responsible. A proposal shall be evaluated to determine whether the Offeror responds to the provisions as set in this RFP. They will then be evaluated using the criteria within this section. 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. The total number of points used to score this proposal is 100, and will be broken down as shown in the table below.

Points	Percent	Evaluation Criteria	Scoring Method
70	70%	Technical Proposal	Scored by PEC
20	20%	Cost Proposal	Scored by Procurement Officer
10	10%	Alaska Offeror's Preference	Scored by Procurement Officer
100	100%	Total	

Offeror’s proposals will be reviewed and scored based on the evaluation criteria within this section. The State will evaluate proposals using this calculation and scoring method in order to award points to each section of the Offerors’ Technical Proposal. After all sections have been evaluated and scored, the awarded points for each section will be aggregated for a final score of the Technical Proposal. This process will help to identify the most advantageous Offeror. The following **example** describes the steps for the evaluation process.

Step 1. Offerors’ response to the each section will be rated comparatively against one another by the PEC members assigning a score from 1 through 5.

- 1 – Doesn’t meets expectation
- 2 – Below expectation
- 3 – Meets expectation
- 4 – Above expectation
- 5 – Exceed expectation

Step 2. A raw average score will be developed by averaging the scores given by each PEC member for the section. This will be done by totaling the scores and dividing the total by the number of PEC members. Then, the highest scored Offeror will receive the total maximum points available for that section.

$$\frac{\text{Offerors' Total Score}}{\text{Quantity of PEC Members}} = \text{Offerors' Raw Avg. Score}$$

Step 3. To award points to other Offerors, their scores will be calculated by multiplying the raw score by the maximum number of points available divided by the highest score. The final result will be the total awarded points to the

$$\frac{\text{Offerors' Raw Avg. Score} \times \text{Max Points}}{\text{Highest Score}} = \text{Points Awarded}$$

The following table illustrates an **example** of a final scoring for all Offerors as it relates to an evaluation of the Offerors’ Experience with a possible total of 30 points.

	PEC Member 1	PEC Member 2	PEC Member 3	Total Score	Raw Avg. Score	Awarded Points
Offeror 1	5	5	5	15	5.00	30.00
Offeror 2	5	3	3	11	3.67	22.02
Offeror 3	5	3	1	9	3.00	18.00

6.03 Technical Proposal (50 Points)

A maximum of **50%** of the total evaluation points will be assigned to this section. Offerors response must clearly indicate the following:

Organization’s Background (10 Points)

(a) Organizations Experience and Qualification

Describe how the organization meets the five years of experience and the minimum qualifications; what resources they have available in order to provide the services in a satisfactory manner; and what unique strengths they have that are relevant to the requirements in this RFP.

Provide a list of three client references containing Client’s Name, Service Description, Services Length, Contact Name, Address and Phone Number of whom the organization has provided similar services as those requested in this RFP. The list must be supplemented by a letter from each client that verifies the services provided by the organization. References shall be from at least:

- One government employer and one private employer to whom the organization provides LTC Plans services.
- One employer with more than 20,000 retirees to whom the organization provided claim administration for LTC plans.
- One employer to whom the organization process of 5,000 or more claims a month.

(b) Personnel Experience and Qualifications

Provide an organization chart that illustrates the personnel that will be responsible for the State's account and execution of each component and deliverable set out in this RFP. The organization chart should identify the current ratio of Claim Processing Unit staff per Supervisor and Manager.

Provide detailed resumes for the Management Staff— Director, Account Manager, Claims Manager—who will be primarily responsible for the State's account and will oversee the daily work for services required under the resulting contract. At minimum, the resumes must include the following:

- Name & Title;
- Degree of Education & Credentials;
- Years of Relevant Experience with the Firm; and
- Responsibility with the Firm.

Provide a list with names, years with the organization, and certifications (if any) from Claim Processing Unit and Care Management Unit staff that will be dedicated to processing and adjudicating the LTC claims, and provide ongoing care program monitoring. The Offeror should describe how staff will be adequately maintained when faced with staff turnover or absences throughout the term of the contract. The Offeror also must provide the overall staff turnover rate of the organization for the past three years.

Describe the organization's training program approach to ensure the quality and knowledge of the Claim Processing Unit in regards the requirements of the LTC Plans

Response to this section will be evaluated against the questions set out below:

1. How comprehensive and descriptive is the narrative Statement of the organization's experience?
2. To what extent does the Offeror's experience demonstrate ability to fulfill the services required by the State as requested in this RFP?
3. Does the organization have the resources, experience, and qualifications necessary to perform the required services?
4. How extensive are the organization's unique strength as related to the services requested in this RFP?
5. Has the Offeror provided a list and letters of references with the required information from clients as requested in this RFP? The following factors will be considered:
 - Amount of clients (e.g., number of references)
 - Types of clients (e.g., public, private, tax-exempt)
 - Type of services provided to the clients (e.g., LTC Insurance Policy, Plan or Claim Administration)
 - Depth of Services (e.g., number of years with clients)
6. Do the Management Staff resumes and the list of the Claim Processing Unit staff demonstrate the background that would be desirable for the job they will perform?
7. How extensive is Management Staff level of expertise in providing LTC services, Claim Administration, and others services relevant to the services requested in this RFP?
8. How satisfactory is the list and relevant experience of Claim Processing Unit and Care Management Unit?
9. How defined and comprehensive is the Offeror's organization structure illustrated in the organization chart?
10. How acceptable is the current ratio of Claim Processing Unit staff per supervisors and managers?

11. How satisfactory is the organization's method to keep the Claim Processing Unit adequately staffed in the event of staff turnover?
12. How acceptable is current organization's staff turnover rate?
13. Does the organization's training program provide extensive material that ensures quality of staff development?

Project Management Plan (10 Points)

Provide a comprehensive narrative Statement that includes both a high-level overview and details on how the organization will develop and implement a management plan that will be followed in order to meet the quality of services, timelines, and responsibilities required by this RFP. The following shall be included in the explanation:

- Any potential problem that it's foreseen with providing the services requested, and present a solution to prevent potential issue that may occur;
- The organization's disaster recovery protocols, procedures and systems' back-up;
- The projected time that is required for full restoration of services to clients;
- The method to shift phone service to another location, if needed;
- The process to maintain the member and plan data confidential and protected; and
- How well claim files and microfilm data are protected if they are stored off site.

In addition, describe the management plan to ensure frequent communication between the organization and the State, and communication within the organization when it relates to corrective action. For example, when a problem is discovered and corrective action is required, describe the resolution process and the average length of time from discovery to solution. Demonstrate how you will respond to the State in resolving member issues, including the timely provision to the State of detailed claim and benefit information when unresolved issues are escalated to the State's level for resolution.

Response to this section will be evaluated against the questions set out below:

1. How practical and feasible is the Offeror's management plan to support the quality of all services, timelines, and responsibilities that logically lead to the deliverables required in the RFP?
2. Has the Offeror gone beyond the necessary requirements?
3. Has the Offeror identified potential services problems?
4. To what extent has the Offeror provided solutions to prevent potential issues?
5. How acceptable is the organization's disaster recovery protocols, procedures and systems' back-up?
6. How satisfactory is the timeframe of service restoration?
7. How satisfactory is the immediate solution to provide continuous phone service to client, if needed, during recovery?
8. Does the Offeror have an acceptable thorough plan to maintain confidentiality of data?
9. To what degree does the process protect data that is off site?
10. How well has the Offeror demonstrated the ability to provide timely problem resolution when corrective action is required?
11. How acceptable is the resolution process and the length of resolving the issue?

Services Methodology (30 Points)

(a) Customer Service

Describe how the organization will establish a Claims Processing Unit and toll-free phone lines that will be dedicated to the State's LTC Claims, and the percentage of time that will be dedicated to the State's account if shared with other clients. Illustrate the call center process, from intake to resolution, and the approach to respond to a caller's recurring or unresolved issue that needs to escalate to the management staff for resolution. The following shall be included in the explanation:

- The location and hours of operations of the Claim Processing Unit and toll-free number, and how calls received after hours will be handled;
- The approach to maintain an adequate amount of toll-free lines;
- Describe your call center workflow and systems used, and how call activity is tracked and monitored. If it is a voice response system, then list the information the system can provide including options of spoken languages;

In addition, describe how the organization's website will be developed and utilized to provide claim and eligibility information to the members and the State. Also, describe the secure electronic portal that will be provided for the members and the State to contact the organization via e-mail for claim inquiries.

(b) Claims Processing

Describe the organization's automated claims processing system procedure that will be provided to process LTC Claims. Illustrate the process flow that the organization will use from receipt of claims through adjudication, and eventually payment. This includes the processing of claim submitted in electronic and hard copy format. The following shall be included in the explanation:

- How the system complies with the HIPAA requirements;
- The system's capabilities to accept and update with eligibility data from the State and its Direct Bill contractor.
- The calculation method that will be used to determine a member's inflation protection amount at the time they initiate an LTC claim;
- The internal audit and quality review procedures to ensure processing accuracy relative to payment errors;
- The reimbursement procedure and how it will be handled upon notification of payment error;
- The fraud prevention and detection procedure including how fraudulent activities will be reported; and
- The plan to maintain original claim documents and records archived and protected, and what policies are used to ensure confidentiality of the records as required under HIPAA.

(c) Underwriting

Describe the process that the organization will use to provide medical underwriting, and shall explain how the coverage and the premium amounts, for the member to pay, will be calculated.

(d) Care Management

Describe the procedure that the organization will use to standardize the care management assessment in order to determine the correct care program the member qualifies based on their coverage. Also, explain the procedure that will be used to help the member to implement the care program they're qualified. The following shall be included in the explanation:

- The process to provide for monitoring service under the care program;
- The process to identify candidates for receiving care management services;
- How it will be used to promote quality and consistency in assessments;
- The approach to perform on-site reassessment of the member's health status, and how the system prompts staff for timely follow-up;
- The authorization that the Care Management Unit have to access the claim payment system to view the member's activity and costs; and
- The approach to notify the member and the State of the changes need on the member's care program.

(e) Appeals Adjudication

Describe the process and procedure the organization will use upon receipt of a request to appeal an adjudicated claim or underwriting, filed complaint, or a possible litigation received from a member. Illustrate the process that the organization will use from receipt of appeal to reviewing, responding, and resolving the appeal based on the member complaint, and the process for adjusting a claim if the original decision is overturned. The following shall be included in the explanation:

- The approach to notify the State of an appeal request;
- The multi-level appeals process for administrative denials;
- The process to elevate cases to a supervisor/manager for unresolved or recurring issues to avoid appeals;
- The approach to measure the success of the process over time; and
- Other services the organization offer prior to or during an appeal.

In addition, provide a percentages of total denied claims processed monthly for other clients that get appealed. For example, the organization processed 100 claims monthly, 30 of those claims are denied. What percentage of those denials gets overturned for appeal? Generally, a high percentage indicates high error rates in initial determinations; a low percentage indicates low error rates in initial determinations.

(f) Reports

Describe the organization's ability to provide and meet the requirements on the monthly reports as set out in this RFP, and the format and interactive capabilities that will be available to the State. Indicate the data fields that could be incorporated in the report, and the time lag between the end of the period and the date the report becomes available and delivered to the State. The following shall be included in the explanation:

- The organization's ability to customize financial reports and information export;
- The organization's approach to work with the State to develop ad hoc reports when requested; and
- The process to assure that eligibility errors from one transmission to the next be identified within three business days and resolved with the State's assistance.

In addition, provide samples of the reports with the information requested that the organization propose to use and a copy of a similar report that the organization uses on a current client.

(g) Satisfaction Surveys

Describe how the organization will develop the two annual surveys to assess the satisfaction for services provided to the members, and the satisfaction of the account management for the State. The following shall be included in the explanation:

- The approach that will be taken to distribute the surveys to the members and State's staff;
- If a third party will be conducting the studies; and
- The time lag between the responses receipts period and the date the results become available and delivered to the State.

In addition, provide a sample of both surveys that you proposed to be used to gauge account management support and service.

(h) Performance Standard

Describe how the organization will comply with the performance and objective standards, and their understanding of the penalties that will incur if the standards are not met. Also, provide and describe any additional performance standard that the organization wants the State to consider beyond the required standards.

Response to this section will be evaluated against the questions set out below:

Customer Service

1. How acceptable is the Claim Processing Unit and toll-free phone lines set to be dedicated to process State's LTC claims and respond member's inquiries?
2. To what extent will the Claim Processing Unit and toll-free numbers be dedicated to State's account if shared with other clients?
3. How practical and effective is the Offeror's call center process from intake to resolution?

4. How appropriate is the Offeror's approach when a caller's recurring or unresolved issue escalates to management staff for resolution?
5. How appropriate is the Offeror's response in handling customer eligibility, claims status, and benefit information inquiries?
6. How practical and effective is the Offeror's ability to forward a member to a case manager when required?
7. How adequate is the location and operation hours of the Offeror's Claim Processing Unit and toll-free numbers? Does it meet the requirement set out in this RFP?
8. How acceptable is the Offeror's approach to maintain a satisfactory amount of toll-free lines?
9. Does the Offeror have an acceptable procedure to handle calls received after hours?
10. How suitable is the information and language options provided in the voice response system, if any is used?
11. Has the Offeror provided a website design that will be developed and used by the member and the State to access member's filed claim status and eligibility information?
12. To what extent is the website easy to navigate and access information?
13. How different is the access granted to the members from the access granted to the State?
14. Does the access to the State give permission to update eligibility on an ad-hoc basis?
15. Has the Offeror provided a secure portal with capabilities to communicate, via email, with the member and the State regarding claims and eligibility inquiries?

Claim Processing

16. Does the Offeror have an automated claim processing system that is appropriate and capable of accepting claims—electronic or hardcopy—from the members and the State?
17. To what extent does the Offeror's system procedure and process flow support the needs of the State and the members from inside and outside Alaska?
18. To what extent the Offeror's claim processing system complies with requirements under HIPAA?
19. Does the Offeror's claim processing system have the capabilities to accept and update with eligibility data from the State and its Direct Bill contractor?
20. How feasible is the Offeror's calculation method to determine an amount for the benefit inflation protection?
21. Does the Offeror have an acceptable audit procedure to ensure the quality and accuracy of claim processed?
22. How satisfactory is the frequency that the Offeror perform the internal audits?
23. How appropriate is the Offeror's reimbursement procedure?
24. Are payment errors handled properly upon notification?
25. Does the Offeror have an adequate and practical procedure to detect and prevent fraudulent activities?
26. To what level of satisfaction is the Offeror's approach to report and handle incurred frauds?
27. Does the Offeror have an acceptable sound plan and policies for maintaining claim records secured and confidential?

Underwriting

28. Does the Offeror have a practical and feasible process to provide medical underwritings?
29. How feasible is the Offeror's calculation method to determine member coverage and premium amounts?

Care management

30. How acceptable and practical is the organization's procedure to address the care management assessments that determines the member's care program, and the documentation standards?
31. How adequate is the method that will help the member to implement the care program they qualified?
32. To what degree is the approach to maintain quality and consistency of the assessment procedure?
33. How feasible is the process to identify candidates for receiving care management services?
34. How satisfactory is the process that provides on-going monitoring to the member's care program?
35. To what extent is the approach to perform on-site reassessment of member's health status?
36. How effectively does the system prompt follow-up notifications to staff when reassessment is needed?
37. How acceptable is the authority level given to the Care Management Unit to access and view member's activity and costs in the claims payment system?
38. How acceptable is the organization's approach to notify the member and the State of changes in the member's care program?

Appeals

39. How practical and comprehensive is the Offeror's appeal process and procedure in order to review, respond, and resolve a disputes with members in regards of a claim or underwriting adjudication?
40. How feasible is the Offeror's procedure to adjust a claim if the appeal valid and original decision is overturned?
41. Does the Offeror have an acceptable approach to notify the State of an appeal request, filed complaint, or possible litigation?
42. How satisfactory is the Offeror's multi-level appeals process for administrative denials?
43. How acceptable is the percentage of the total denied claims that are generally overturned for appeal?
44. Has the Offeror presented an acceptable process for elevating to a supervisor/manager for unresolved or recurring issues? To what extent the Offeror provided a solution to prevent on-going issues and avoid appeals?
45. How adequate is the Offeror's process for success measurement?
46. How extensive are the other services the Offeror has available for prior to or during appeal?

Reporting

47. How well the Offeror demonstrated their ability to provide monthly reports, meet their requirements, and deliver them in the frequency requested?
48. How extensive are the format and interactive capabilities available to the State?
49. How acceptable is the time lag of the reports availability?
50. Does the organization have an acceptable customization option for financial reports and information export?
51. How acceptable is the Offeror's approach to work with the State to develop ad hoc reporting?
52. How practical is the process that the Offeror will use to assure that errors in eligibility received from one transmission to the next be identified within three business days and resolved with the State's assistance?
53. How acceptable and satisfactory are the reports samples with required information, and the copies of similar report used on a current client?

Survey

54. Does the Offeror have provided an appropriate method to develop the surveys that will serve to assess and measure the service satisfaction provided to member and the State's account management?
55. How adequate is the Offeror's approach when distributing surveys to the members and State's staff?
56. How acceptable is the Offeror's timeline to distribute surveys and disclose results to the State?
57. How satisfactory are the survey samples?

Performance Standards

58. To what extent is the Offeror willing to comply with all performance and objective standard?
59. Does the Offeror have a good understanding of the penalties that will incur if the standards are not met?
60. Has the Offeror provided additional performance standards beyond of the ones set by the State?
61. How acceptable and satisfactory are these additional performance standards?

6.04 Cost Proposal (40 Points)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. Offeror must submit their cost proposal utilizing the **Attachment F**. The **Aggregated Grand Total on the Cost Proposal Form** will be used for evaluation to compare to other Offerors' proposal, and it may be affected by one or more of the preferences referenced in Section 2.12. 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 2.15.

Cost proposal must contain the following:

Administrative Services Fees: Provide a flat fee that will be charged per member per month basis and will cover all costs to perform the administrative services requested in this RFP. In addition, the cost proposal must include a calculated annual fee to be charged in each year of the three-year initial term of the contract. These fees must include all charges which can be reasonably anticipated in performance of the requested services.

Other Fees: List and provide fees for any services required by the RFP or included in the proposal that's not included in the "Administrative Services Fees." Examples of this could be fees for Account Setup and Data Conversion.

6.05 Alaska Offeror Preference (10 Points)

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

SECTION SEVEN ATTACHMENTS

7.01 Attachments

- A. Proposal Checklist
- B. Proposal Coversheet
- C. Offeror's Certification
- D. Conflict of Interest Statement
- E. Preference Questionnaire
- F. Cost Proposal
- G. Notice of Intent to Award
- H. Standard Agreement Form
- I. Appendix A
- J. Appendix B

Note: Attachments G through J are for informational purposes and they're not to be included in either the Technical Proposal or Cost Proposal.

Attachment A – Proposal Checklist

The following documents are required for this proposal. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided. Each required Attachment must be included in your proposal.

ATTACHMENTS	DOCUMENT TITLE	INCLUDED?
Attachment – A	Checklist	<input type="checkbox"/> YES
Attachment – B	Proposal Cover Sheet	<input type="checkbox"/> YES
Attachment – C	Offeror’s Certification	<input type="checkbox"/> YES
Attachment – D	Conflict of Interest Statement	<input type="checkbox"/> YES
Attachment – E	Preference Worksheet	<input type="checkbox"/> YES
Offeror’s Format	Technical Proposal	<input type="checkbox"/> YES
Attachment – F	Cost Proposal	<input type="checkbox"/> YES

Attachment B – Proposal Cover Sheet

This form shall be the cover page for the Offeror's proposal. In the space provided, enter the requested Offeror identification information. Use this form to indicate your acknowledgement of the response conditions. Proposals must be signed by a company officer empowered to bind the company.

OFFEROR INFORMATION

RFP NUMBER:	RFP 2015-0200-2770
RFP NAME:	LONG TERM CARE PLANS' ADMINISTRATOR
OFFEROR'S NAME:	
MAILING ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
FEDERAL TAX ID #:	
ALASKA BUSINESS LICENSE NUMBER:	
CONTACT NAME:	
TITLE:	
E-MAIL ADDRESS:	
ALTERNATE PHONE #:	

PROPOSAL CERTIFICATION:

BY SIGNING THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE OFFEROR TO THE PROVISIONS OF THE RFP.

SIGNATURE

DATE

TITLE

Attachment C – Offeror’s Certification

Acknowledge the following Statements, condition, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the State may terminate the contract or consider the contractor in default.

Location-of-Work/Headquarter in TIER 3 Countries: The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <http://www.State.gov/g/tip/>.

#	CONDITION/CERTIFICATION	RESPONSE
1	Offeror certifies that 100% of all services provided under the resulting contract by the Offeror will be performed in the United States. (RFP 1.06)	<input type="checkbox"/> YES
2	Offeror certifies their business location 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. (RFP 1.07)	<input type="checkbox"/> YES
3	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the procurement officer. (RFP 1.09)	<input type="checkbox"/> YES
4	Offeror agrees to not restrict the rights of the State. (RFP 1.13)	<input type="checkbox"/> YES
5	Offeror acknowledges that this engagement with the State is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the State may be required to disclose certain information in response to requests for public information made under the Act. (RFP 1.15)	<input type="checkbox"/> YES
6	Offeror complies with the laws of the State of Alaska. (RFP 1.17)	<input type="checkbox"/> YES
7	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (RFP 1.17)	<input type="checkbox"/> YES
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (RFP 1.17)	<input type="checkbox"/> YES
9	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (RFP 1.17)	<input type="checkbox"/> YES
10	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (RFP 1.17)	<input type="checkbox"/> YES
11	Offeror complies with all terms and conditions set out in this RFP. (RFP 1.17)	<input type="checkbox"/> YES
12	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (RFP 1.17)	<input type="checkbox"/> YES
13	Offeror response and cost schedule will be valid and binding for 90 days following the response due date. (RFP 1.17)	<input type="checkbox"/> YES
14	Offeror certifies that Offeror has a valid Alaska business license. (RFP 2.11)	<input type="checkbox"/> YES
15	Offeror agrees to the State’s Standard Agreement Form. If the answer is NO, per RFP 3.03, any objections to the agreements must be identified in a document attached to the Offeror’s proposal.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Offeror understands and agrees to comply with all statutes, regulations, and policies regarding nondisclosure and confidentiality. (RFP 3.18)	<input type="checkbox"/> YES

Attachment D – Conflict of Interest Statement

By checking one of the boxes below, the Offeror will indicate whether or not their organization or any individual working on the contract has 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). If possible conflicts of interest exist then the Offeror must disclose the nature and full details of the conflict. **Please refer to RFP 1.18 for guidelines.**

Failure to certify or disclose that the Offeror's business or any individual working in the contract has a possible conflict of interest may cause to be determined nonresponsive and the proposal may be rejected.

<input type="checkbox"/>	Offeror certifies that neither the business nor any individual working on the contract has a personal or financial relationship with anyone and/or any department of the State of Alaska.
<input type="checkbox"/>	Offeror and/or one or more individual working on the contract has a possible conflict of interest, and the nature of this conflict is described below:

Attachment E – Preference Questionnaire

In order to qualify and receive any of the State of Alaska preferences, the Offeror must check “Yes” in claiming preference and answer “Yes” in questions 1 through 3. If you are a registered corporation (LP, LLP, or LLC) you must answer “Yes” to 4. **Please refer to RFP 2.12, 2.13, 2.14, and 2.16 for guidelines.**

Failure to check any of the boxes or answer “No” will determine the preference not applicable. Answering “No” to 4 because your business is not an LP, LLP, or LLC may not determine the preference not applicable.

PREFERENCE FORM	
Are you claiming any State of Alaska Preference?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Please check all the preferences that may apply:	
<input type="checkbox"/> Alaska Bidder <input type="checkbox"/> Alaska Product <input type="checkbox"/> Alaskans with Disabilities <input type="checkbox"/> Alaska Offeror <input type="checkbox"/> Recycle Product <input type="checkbox"/> Local Agriculture and Fisheries Products <input type="checkbox"/> Alaska Veteran <input type="checkbox"/> Employment Program	

#	QUESTIONS	RESPONSE
1	Do you currently hold an Alaska business license?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company 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 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?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Attachment F – Cost Proposal Form

OFFEROR'S NAME: _____

Instructions: Offeror must use this form to provide the information in response to their cost proposal. This form must be submitted in a separate envelope and included with your proposal, per the requirements of RFP 1.01. Failure to do so will result in the proposal being deemed non-responsive and rejected.

Offerors must provide the administrative fees to be charge per member per month, and then calculate the amount to be charged annually. Administrative fees shall cover all costs of the entire term of the contract for providing services requested in this RFP. Fees for subsequent renewals may be adjusted as per the CPI clause in 3.01. Offerors must follow the below guidelines when calculating fees.

Note: The fees provided in this form will be used for RFP cost evaluation and in the awarded contract. The numbers of lives provided in the table below represent estimates for evaluation purposes only and does not represent actual numbers covered under the LTC Plan. Also, in the event of mathematical error in extensions fees, the unit price will prevail.

Cost Proposal Guidelines:

1. Provide "Administrative Services Fees" for each year of the initial term for services requested in the RFP.
 - Multiply the number of lives by the unit price to arrive the monthly fees.
 - Multiply the monthly fees by 12 to arrive the yearly fees.
 - Sum the yearly fees for all three years to arrive the total for Administrative Services fees.
2. Provide "Other Fees" (if any) for services required by the RFP but not included in the Administrative Fees.
3. Aggregate the Administrative Fees and Other Fees totals to arrive a grand total to be evaluated.

(a) Administrative Services (per member per month)

Period of Performance	# of Lives	Unit Price	Monthly Fees	Yearly Totals
Year 1 (01/01/15-12/31/16)	23,000	x \$	= \$	x 12 = \$
Year 2 (01/01/16-12/31/17)	23,500	x \$	= \$	x 12 = \$
Year 3 (01/01/17-12/31/18)	24,000	x \$	= \$	x 12 = \$
Optional Yr. 4 (01/01/18-12/31/19)	24,500	x \$	= \$	x 12 = \$
Optional Yr. 5 (01/01/19-12/31/20)	25,000	x \$	= \$	x 12 = \$
Total Fees:				\$

(b) Other Fees (if any)

Description of the services not included in Administrative Fees

Fees Amount:	\$
Aggregated Grand Total (a + b):	\$

 PRINT NAME & SIGNATURE

 DATE

 TITLE

Attachment G – Notice of Intent to Award



Department of Administration
 Division of General Services
 Seventh Floor - State Office Bldg.
 333 Willoughby Street
 P.O. Box 110210
 Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the State's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive Offeror whose proposal was determined in writing to be the most advantageous is indicated. An Offeror who wishes to protest this Notice of Intent must file the protest within ten 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. **The Offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
 Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY

Attachment H – Standard Agreement Form

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

	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 14, 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	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

Attachment I – Appendix A (General Provisions)

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" 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 signing this contract.

Article 2. Inspections 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 If the contractor has a claim arising in connection with the contract 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 – 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, 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 contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, 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 Director 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 Director 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 Subcontractor or 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. Nevertheless, if the contractor does mark such documents with a Statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such Statement and renders it void. 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 Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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 J – Appendix B (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 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 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	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management