

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA CRISIS CALL CENTER REQUEST FOR PROPOSAL (RFP) 2024-1600-0272

ISSUED MARCH 18, 2024

THE DEPARTMENT OF HEALTH, DIVISION OF BEHAVIORAL HEALTH, IS SOLICITING PROPOSALS FOR A STATEWIDE CRISIS CALL CENTER THAT PROVIDES 24-HOUR, TOLL-FREE, AND CONFIDENTIAL SUPPORT TO ANYONE IN SUICIDAL CRISIS OR EMOTIONAL DISTRESS. THE SERVICE WILL BE AVAILABLE TO ALL ALASKANS 24 HOURS PER DAY, 7 DAYS PER WEEK, 365 DAYS PER YEAR.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF BEHAVIORAL HEALTH

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health, Division of Behavioral Health (DBH) is soliciting proposals for a statewide Crisis Call Center that provides 24-hour, toll-free, and confidential support to anyone in suicidal crisis or emotional distress. The service includes calls, text, and chat, and will be available to all Alaskans 24 hours per day, 7 days per week, 365 days per year.

SEC. 1.02 BUDGET

DBH estimates a maximum budget of \$3 million per year over the next 10 years for this contract. **Proposals priced at more than \$3 million for any given year and a total of \$30 million will be considered non-responsive, and the state expects offerors to be as competitive as possible with their proposed costs.**

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 p.m. Alaska Time on June 6, 2024**. Late proposals will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer and least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

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

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

It is the offeror's responsibility to contact the above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		3/18/2024
Deadline to Submit Questions		4/19/2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	6/6/2024
Proposal Evaluations Complete		6/14/2024
Notice of Intent to Award		6/21/2024
Contract Issued		7/2/2024

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any

work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

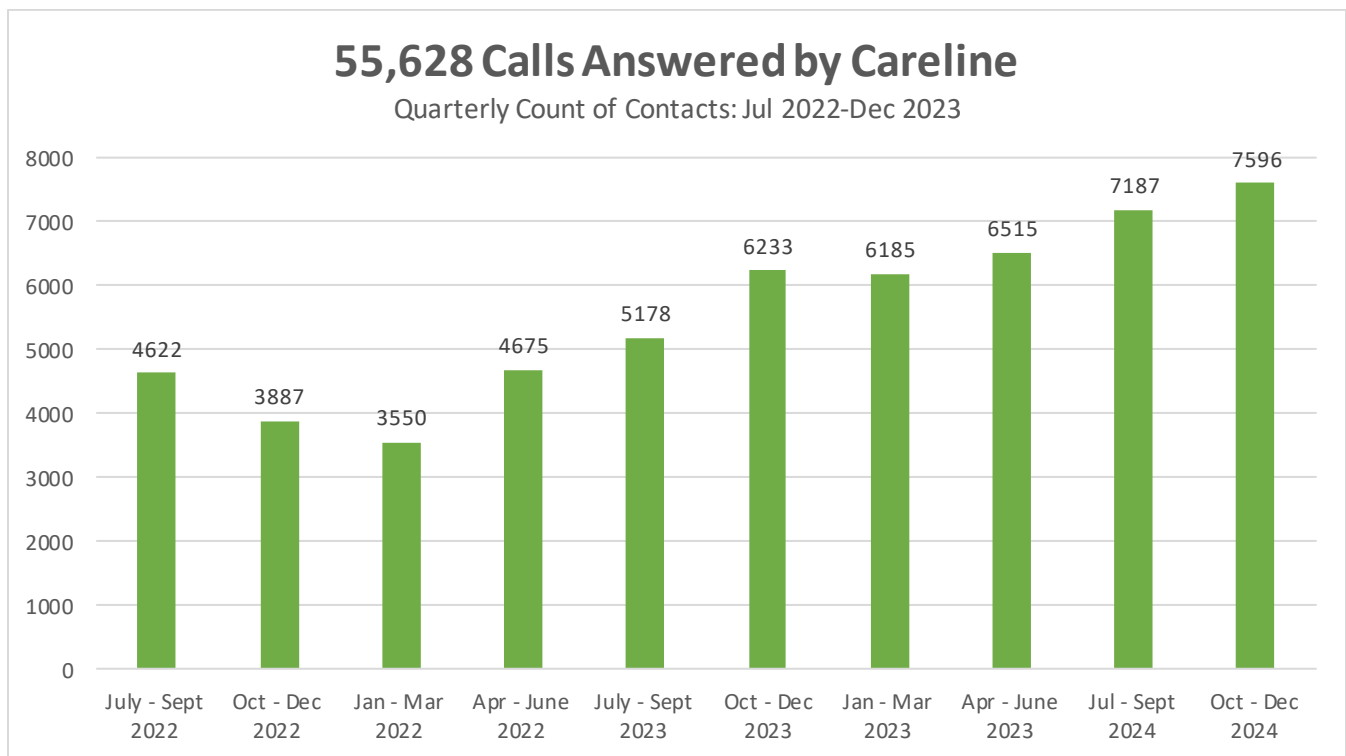
SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska is seeking a statewide suicide prevention, crisis intervention and support hotline. A fully operational crisis call center is an important component of the crisis continuum of care and provides a service that reduces the usage of higher levels and more costly care. Alaska’s Crisis Call Center currently provides 24/7/365 statewide coverage and answers calls that are directly dialed (1-877-266-HELP - Alaska’s in-state crisis line) and calls from Alaska that are routed through the national Suicide and Crisis Lifeline (988).

The Crisis Call Center needs to provide crisis intervention for individuals considering suicide or experiencing a crisis, isolation, and depression. It must also support Alaskans who need someone to talk to and survivors of suicide through ongoing support, crisis intervention, education, and referral.

The below tables provide the following information:

- 1) Calls answered by the current contractor from July 2022 – December 2024.
- 2) KPIs from January 2023 – January 2024 on 988 calls routed to the current contractor.



KPIs for Calls in AK													
	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024
Routed	964	896	1,058	1,172	1,208	942	989	919	1,150	1,093	868	942	1,104
Received	964	896	1,058	1,172	1,208	942	989	919	1,150	1,093	868	942	1,104
Answered In-State	647	579	739	779	824	602	622	618	720	700	571	606	722
In-State Answer Rate	67%	65%	70%	66%	68%	64%	63%	67%	63%	64%	66%	64%	65%
Abandoned In-State	134	97	139	176	166	131	140	110	114	136	112	121	118
In-State Abandon Rate	14%	11%	13%	15%	14%	14%	14%	12%	10%	12%	13%	13%	11%
Flowout to Backup	183	220	180	217	218	209	227	191	316	257	185	215	264
Rollover Rate to Backup of Calls	19.0%	24.6%	17.0%	18.5%	18.0%	22.2%	23.0%	20.8%	27.5%	23.5%	21.3%	22.8%	23.9%
Average Speed to Answer	00:19	00:19	00:20	00:19	00:19	00:21	00:22	00:21	00:23	00:23	00:23	00:22	00:23

SEC. 2.02 STRENGTHS AND OPPORTUNITIES

(A) STRENGTHS

- Currently, Alaska’s existing crisis call center receives over 20,000 calls per year and is staffed 24/7/365. In the last 5 years, the call center has served at least 35,000 discrete individuals (many calls are from regular clients) and received more than 100,000 calls in total. Every year since 2015 there are over 1000 calls from adolescents between the ages of 15-24, an age group among which suicide was the leading overall cause of death in Alaska. In addition to the high rates of suicide across all age groups, Alaska faces further challenges in the implementation and delivery of behavioral health services. Outside of the three largest cities (Anchorage, Fairbanks, and Juneau), all of Alaska’s boroughs/census areas are considered frontier by the state, with access to behavioral health services often only possible by boat, plane, or telehealth. Many of these rural communities experience significant health disparities, are historically underserved, and have populations that are majority Alaska Native who suffer disproportionately from death by suicide. The call center provides accessible crisis intervention for individuals considering suicide or experiencing a crisis, isolation, and depression. The call center also offers support to Alaskans who need someone to talk to and survivors of suicide through ongoing support, crisis intervention, education, and referral.
- Like crisis call centers across the nation, the Alaska Crisis Call Center faces the challenges of staffing shortages. However, the call center has responded to this challenge by opening a new satellite facility located in Wasilla, Alaska. This allowed the call center to expand into a larger workforce and increase its capacity to recruit and retain staff, dedicate staff to 988 chat and text services, improve crisis call follow-up and referrals, and partner with mobile crisis teams. Access to a larger workforce also improves the call center’s coordination with Tribal Health Organizations by adding a tribal liaison position dedicated to collaborating with our tribal partners.

(B) OPPORTUNITIES

A fully operational call center will:

- Provide high quality dependable mental health crisis call services for individuals directly calling 988 or being otherwise routed to the call center, as well 988 text and chat services 24 hours per day, 7 days per week, 365 days per year.
- Implement a business and staffing plan that focuses on increasing the 988 Lifeline answer rates (calls/texts/chats) to 80% within the first year of the contract, with the goal to increase the call answer rate to 90% by year three of the contract, aligning Alaska with national benchmarks for crisis call answer rates.
- Adapt and implement the technological requirements needed to sustain 24/7 988 text and chat services.
- Engage with Alaska’s behavioral health stakeholders to improve prompt access to care, such as same-day appointments.
- Partner with the DOH during implementation of any technological platform solution, including testing, development, meeting technology requirements, etc. for requirements of a future 988 IT solution for Alaska that dispatches tech-enabled mobile crisis teams, supports scheduling follow up appointments with providers, and provides access to real-time data on available crisis treatment.
- Engage with national 988 contractors to stay informed of funding opportunities, provide greater coordination of care options, support improvement of geolocation capabilities, and optimize and support services that ensure access and inclusion for all Alaskans.

SEC. 2.03 EXISTING CHALLENGES

In addition to the challenges indicated in Section 2.02, providing these services effectively also encounters these challenges:

- Engagement with law enforcement throughout Alaska to create understanding of the Substance Abuse and Mental Health Services Administration (SAMHSA) National Guidelines for Behavioral Health Crisis Care (Someone to Call, Someone to Respond, and Somewhere to Go) and build trust between organizations to effectively collaborate within the crisis continuum.
- Meeting the national Vibrant Emotional Health technology requirements for the 988 chat and text Unified Platform. Future platforms operated by entities other than Vibrant may have the same challenges.
- Meeting an overall call answer rate of 90% for calls, texts, and chats routed to the call center from 988 Lifeline as reported in the monthly broad state metrics report from the 988 Network Administrator.
- Meeting workforce challenges to develop aftercare programs and tribal liaison positions to ensure effective crisis response.
- Diversity of Alaska creates difficulty providing materials and meeting the service and linguistic needs of all cultures represented in Alaska.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

The contractor shall provide a statewide service for an Alaska Crisis Call Center that provides 24-hour, toll-free, and confidential phone, chat and text support to anyone in suicidal crisis or emotional distress. The service is available to all Alaskans 24 hours per day, 7 days per week, 365 days per year.

The contractor shall be accredited by the American Association of Suicidology, or another recognized crisis call center accrediting entity and shall provide qualified staff that are fully trained in trauma-informed care, safety assessment procedures, working with third-party callers, protocols for working with callers at imminent risk for harm to self or others, and cultural competency. The contractor will also provide ongoing professional development and supervision of call center staff for the duration of the resulting contract from this solicitation, to include staff access to clinical supervision.

Additionally, the contractor shall maintain membership with Suicide and Crisis Lifeline Network and align with their operational standards and shall have written policies and procedures that govern best practices and agency operations, including protocols for suicide risk assessment standards, helping callers at imminent risk of suicide, dispatching emergency or mobile crisis response services, providing follow-up contacts, and making linkages to local community resources, including local mental health resources. The contractor shall also include utilization of a telephone and text/data system that allows the call center to track and monitor calls and texts, and provides a mechanism for roll-over calls or texts, so that all calls and texts are answered. Services will also provide support to survivors of suicide loss, providing resources for survivors as appropriate.

The contractor will participate in media campaigns, data tracking, and program analysis that promote the services in coordination with community and statewide partners and providers including the DBH, the Statewide Suicide Prevention Council, and the Alaska Mental Health Trust Authority, Tribal Organizations and Law Enforcement.

All services provided must be culturally responsive and accessible regardless of English language proficiency as services are available.

Other specific services and deliverables the contractor must provide are the following:

Staffing:

- Provide adequate staffing to cover a suicide prevention and emotional crisis intervention hotline, including chat and text, 24 hours a day, 7 days a week, 365 days a year. Based on call volume, and as funding allows, the contractor must provide coverage to meet caller needs, and minimize the number of calls that are diverted to or rolled over to other call center providers. It is critical that when a person takes the step to call for help, that help is immediately available;
- Staffing must include a well-organized on-call schedule to ensure additional relief staff are available as needed, in particular between the hours of 4pm and 12am, when call or text volume is especially heavy;
- Provide training for all staff, including on-call, peer support specialists and relief staff, according to established and emerging best practices as defined by the accrediting agency;
- All staff shall be trained in crisis intervention, screening and general risk assessment, phone counseling techniques, and the referral process. Ongoing continuing education and professional development must

be provided as needed to keep skills current. Secondary trauma therapeutic support must also be made available to staff.

- Staff must have quality, well-trained supervisory staff available for guidance, debriefing, and for personal self-care as staff are dealing with difficult situations on a daily basis. A minimum of two (2) hours (2-4 recommended) of staff supervision is required per month. Clinical supervision and consult shall be available and utilized by supervisors and staff of the program.
- Hire a tribal liaison position within the Crisis Call Center dedicated to collaborating with tribal partners to facilitate training for call center employees, support increased community engagement and input, and develop recommendations on improving 988's linguistic and cultural capacity.
- Hire a staff position who will focus specifically on referral and follow-up to ensure that client referrals from the Crisis Call Center are connected to needed services. This position will coordinate with mobile crisis team partners to accept referrals to provide extended follow-up suicide screening and support to at-risk Alaskans. This position must also engage with local community providers with the goal of establishing same day appointment opportunities for individuals (including children and adolescents) in crisis.
- One full time Youth Outreach/Aftercare Specialist to support linkages to care for youth and young adults in their home communities, or telehealth options available to them. Services will include following up with participating hospitals, acute care, or inpatient facilities and youth who opt in follow up care after utilizing the crisis line services.

Policies, Procedures, & Reporting:

Accreditation requires written agency policies and procedures that govern staff protocols and practices to ensure public safety and quality of services. Accordingly:

- The contractor must develop and finalize a minimum of three Memorandum of Agreements (MOAs) per year between the Crisis Call Center and 911 public safety answering points (PSAPs) to collaborate the sharing of standardized materials, policies and procedures, and training.
- Within two years after contact award, the contractor must coordinate with state partners to develop a procedure allowing the Crisis Call Center to be notified of a suicide death.
- The contractor must provide and maintain on file a copy of the program's most updated Policy and Procedures Manual that specifies training requirements and protocols for suicide risk assessment standards, helping callers at imminent risk of suicide, dispatching emergency and/or mobile crisis response services, providing follow-up contacts, and making linkages to local community resources, including local mental health resources. In addition, the written policies and procedures must include:
 - Training requirements and continuing education policies/plans for call center staff.
 - Secondary trauma therapeutic support policies for call center staff.
 - Supervisory policies including clinical consult.

Phone and Technology System Requirements:

- Toll-free phone line system with an adequate number of phone lines and technology to maximize staff performance and call center operations. The system used must allow the call center to track and monitor calls received, and provide a mechanism for roll-over calls, which may include a back-up call center. The system must support calls to/from the national 988 platform.
- A texting platform should be used that can meet the demand for 24/7 Crisis Texting. Must effectively collaborate with state or national vendors to ensure operability and continuity of texting services.
- A technological platform that is available 24/7 and allows call center counselors to receive and respond to messages sent to 988 via text and chat. Must effectively collaborate with state or national vendors to ensure operability and continuity of chat and texting services.
- Development and maintenance of an app that can be downloaded to a mobile device or tablet, and is designed specifically to provide access to the crisis call center, and other resources to support crisis intervention needs.
- Must meet as needed with telecommunications business to ensure crisis call line services are functioning efficiently and as needed.
- Must work collaboratively with future 988 Suicide and Crisis Lifeline IT solutions vendors and identified system.
- Must partner with a 911 Public Service Answering Points (PSAP) to pilot dispatching an area Mobile Crisis Team from the call center within a year from the date of contract award. The call center will pilot this technology in coordination with the area Mobile Crisis Team via a satellite site in another area of the state.
- The crisis line service will offer follow-up contact, such as Caring Contacts, to all youth who access the 988-crisis line presenting with a crisis component and/or with identified suicide risk.
- Must ensure any 988 integrated technological platform currently operated by the contractor complies with all State of Alaska standards of compatibility, security, and other requirements identified by Information Technology staff.

Advisory & Outreach

- Participate and partner with statewide advisory boards and entities including the Alaska Mental Health Trust Authority and the Statewide Suicide Prevention Council. Participation shall include community outreach and public education and media campaigns to provide clear and regular communications to the Alaska public about:
 - How to access the call center, and the 988-crisis line.
 - What services are available.
 - Obtaining additional information about suicide prevention and crisis intervention resources.
 - Inclusion in the statewide listing in the Alaska 211 system.
- Explore opportunities in partnership with the Division of Behavioral Health to make the program culturally responsive and to ensure services are available and accessible to all Alaskans, without regard to limited

or no English proficiency, live in rural remote communities, lack access to services, or other special populations i.e. military service or Veteran, LGBTQ, Alaska Native teen, or elder.

- Explore opportunities to develop Memorandum of Agreement (MOA) to partner with community resources to develop a clear partnership for local referrals, support, and treatment, as needed and as available. These MOA's should include items such as:
 - Clear process for transferring calls as-needed.
 - Specific referrals.
 - Follow-up.

DBH understands that identified partners may not be responsive to agency's request for MOAs; we ask that active efforts to do so are engaged, and that the contractor notifies DBH if or when an agency is unable to establish identified protocols. DBH will work with the agency to achieve this deliverable.

- Alaska Crisis Call Center will continue to provide administrative support, direction, and outreach to providers for successful implementation and expansion of Caring Contacts, transition service, and follow-up for Alaska youth with suicide risk who have been discharged from care centers.
- Within one year after contract award, the contractor will have further developed existing relationships with the Mobile Crisis Teams, the call center, and the designated 911 dispatchers through formal or informal agreements outlining ways the partners will continue to collaborate.
- The Alaska Crisis Call Center and Division of Behavioral Health jointly develop a targeted messaging plan for at risk populations and regions identified through suicide attempt and fatality data within one year.
- Expanded access to the Statewide Crisis Call Center, specifically targeting youth and young adults. The organization will provide outreach to youth and young adults to support implementation of these additional services. Branding, and materials will be developed and distributed by the organization to engage youth in utilizing this service.

Data & Reporting:

- Submit quarterly reports to the Project Director within 30 days of the end of each quarter.
 - Reports must supply, at minimum, the following:
 - Call volume data report including demographics, number of roll over calls, and additional data requested by DBH program manager.
 - Quarterly answer rate of the 988-crisis line and a performance improvement plan if the answer rate is below the national identified best practice standard.
 - A narrative report outlining progress on deliverables, common issues, challenges, identified needs and types of supervision most often required or provided to staff.
 - Notification of any additions or upgrades to any systems, policies, or procedures.
- Participate with DBH in data collection, monitoring, evaluation, and analysis of call data to identify trends to help improve both performance and effectiveness. Provide other data as requested.

- Explore how to share call center data, and as a mechanism for direct referrals to mental and behavioral health service providers that will help improve the safety-net for vulnerable Alaskans who require brief intervention, short term, or long-term care.
- Within one year after contract award, the contractor will develop a comprehensive Quality Assurance Plan (QAP) to review critical incidents and establish protocols. The contractor will coordinate with the State Project Director on review and approval of the plan before it is finalized. The project director may require the QAP to be review and updated periodically.
- The contractor will provide an evaluation of the call center services at the end of every contract year. Evaluation criteria will be developed with the DBH program manager and may include:
 - Reduction of crisis state of callers;
 - Extent to which counselors provide specific plans of action or referral for callers;
 - Contractor will write and submit a full report based on findings.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award to five years afterward, for one year, with five optional one-year renewals to be exercised at the sole discretion of the state.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the state and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

SEC. 3.03 CONTRACT TYPE

This contract is a firm fixed price contract in accordance with Submittal Form H – Cost Proposal.

SEC. 3.04 CONTRACT PAYMENT

The state will make payments on a monthly or quarterly basis as determined by the contractor, not to exceed the yearly amounts identified on Submittal Form H – Cost Proposal.

No payments will be made until the contract is approved by the Commissioner of the Department of Health 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.

SEC. 3.05 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the contractor's locations. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

State Approved Travel Guidelines

If there is travel required in performance of contract, the state will cover costs associated with travel per the criteria listed below. Expenses above these criteria must be approved in advance by the Program Manager.

- **Air Travel:** Copies of receipts and boarding passes for flights must be submitted with the invoice. The state will reimburse for coach travel only.
- **Hotel:** Copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.
- **Rental Car:** Copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.
- **Ground Transportation:** Between the contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

Note: Costs of parking violations will not be reimbursed.

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

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

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

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

SEC. 3.06 SUBCONTRACTORS

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

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

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements.

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

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

SEC. 3.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.08 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.09 CONTRACT PERSONNEL

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

SEC. 3.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.11 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.12 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable

care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

SEC. 3.13 INDEMNIFICATION

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

SEC. 3.14 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of

insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of 3,000,000 combined single limit per claim.

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

SEC. 3.15 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	10
Submittal Form C – Understanding of the Project	5
Submittal Form D – Implementation and Management Plan	10
Submittal Form E – Value-Add Assessment	2
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G – Subcontractors	N/A
Submittal Form H – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

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

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

By signature on the form, the offeror certifies they comply with the items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to provide this information may cause the proposal to be determined to non-responsive and rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on their specific experience in managing a crisis call center that maintains a 24/7 crisis hotline, text, and chat services, and 988 Suicide and Crisis Lifeline services.

Offerors must also provide detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A.

For both above, this includes the following specific areas of expertise:

- General management of regional and/or national crisis call centers.
- Maintaining a 24/7 regional and/or national crisis hotlines.
- Familiarity with 988 Suicide and Crisis Lifeline services and technology.
- Implementation of regional and/or national crisis text and chat services.
- Integration of 988 Suicide and Crisis Lifeline services in existing crisis call centers.

Offerors must then provide detail on whether they understand cultural and geographic diversity in Alaska or nationwide, including experience working with Alaska Native or American Indian Tribes.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

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

Offerors must provide detail that demonstrates their understanding of the requirements of the project and how they will meet the state's needs.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 IMPLEMENTATION AND MANAGEMENT PLAN (SUBMITTAL FORM D)

Offerors must provide detail that demonstrates the implementation and management plan they intend to follow and how the plan will serve to accomplish the work and meet the state's needs, including:

- A strategic plan to provide high quality mental health crisis call services for individuals directly calling 988 or being otherwise routed to the call center, as well 988 text and chat services 24 hours per day, 7 days per week, 365 days per year.
- A long-term strategy to recruit and retain the personnel needed to achieve and maintain an answer rate of at least 90 percent of total calls, texts, and chats routed from the 988 Lifeline as reflected in the monthly metrics report from the 988 Network.
- A long-term strategy to recruit and retain the personnel needed to work with healthcare organizations to develop and sustain aftercare programs.
- A plan to identify and address gaps and challenges in communication and coordination between the crisis call center and 911 structures across Alaska and a workplan for system improvement.
- A plan for engagement with Tribal Health Organizations and other tribal leaders statewide that demonstrates active efforts to ensure crisis call center services are provided to tribal citizens and includes a plan to address unmet needs related to language, communication, and crisis call center staff education and training.
- Description of efforts to be used to ensure connections between the 988 Lifeline crisis center and mobile crisis teams/mobile integrated health teams and an integration plan with these services as they become available.
- Proposed plan to develop capacity for receiving referral outcomes for clients after they contact the crisis call center, including individuals in imminent danger and individuals referred to mobile crisis support or crisis stabilization.
- Description of crisis call center protocols for data collection and management, quality assurance measures, data reporting, and identification and review of critical incidents.
- A workplan that outlines how the vendor will collaborate with national 988 contractors to stay informed of funding opportunities, provide greater coordination of care options, support improvement of geolocation capabilities, and optimize and support services that ensure access and inclusion for all Alaskans.
- How services may need to be tailored or enhanced to meet the unique challenges that Alaskan communities may face.
- Any overall potential issues, risks, or problems with this contract and how they will be addressed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 VALUE-ADD ASSESSMENT (SUBMITTAL FORM E)

The offeror must complete and submit this Submittal Form. The purpose of the Value-Add Assessment is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the state, the project, or the service. If the offeror can include more scope or service generally within the scope of the RFP, the offeror should provide these value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, goals, deliverables, methodologies, etc. **Value-added ideas must not be included in the offeror's base cost proposal. Cost and final scope of value-added options will be discussed during the negotiation phase prior to contract signing.**

Please follow the format when completing the Submittal Form:

- Idea = Title of the idea/opportunity
- Description = A further description of the idea and why it adds value to the project or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact to the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)

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

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to implementation costs, contractor employee costs, overhead, applicable taxes and fees, and profit.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	175
Implementation and Management Plan	(Submittal Form D)	225
Value-Add Assessment	(Submittal Form E)	100
	Total	600

Cost Criteria		Weight
Cost Proposal	(Submittal Form H)	300
	Total	300

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

Example (Maximum Points Available for the Section = 100):

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

Offeror 1 was awarded 75 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (20)} \times 2.5 = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (40) x 2.5 = Points Awarded (100)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror’s proposal will be based on the information they provided in response to Section 4.04 and the level of experience it demonstrates.

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be based on the information they provided in response to Section 4.05 the level of understanding of the project requirements it demonstrates.

SEC. 5.06 IMPLEMENTATION AND MANAGEMENT PLAN

This portion of the offeror’s proposal will be based on the information they provided in response to Section 4.06 and to what level their plan will meet the state’s needs.

SEC. 5.07 VALUE-ADD ASSESSMENT

This portion of the offeror’s proposal will be based on how well they identified pertinent value-add ideas or opportunities that are specific to this project/service.

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 30% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

Offeror #3 receives 336.8 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

SEC. 5.09 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/media/1740/statepreferenceguide.pdf>

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

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.12 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (Standard Agreement Form – Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions

stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as DOH Business Associate Agreement (BAA). Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

SEC. 6.05 QUALIFIED OFFERORS

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

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

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

SEC. 6.06 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.07 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.08 HUMAN TRAFFICKING

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

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

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

SEC. 6.09 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.**

SEC. 6.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.11 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 contracting officer does so, and if the contracting 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 contracting 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.

SEC. 6.12 ASSIGNMENT

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

SEC. 6.13 DISPUTES

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

SEC. 6.14 SEVERABILITY

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

SEC. 6.15 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 6.16 SOLICITATION ADVERTISING

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

SEC. 6.17 SITE INSPECTION

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

SEC. 6.18 CLARIFICATION OF OFFERS

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

SEC. 6.19 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer

or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.20 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals.

If the selected offeror:

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

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

SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security

or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Forms A – H
- 2) RFP 2024-1600-0272 – Reference Form
- 3) Standard Agreement Form – Appendix A
- 4) DOH HIPAA BAA