

# STATE OF ALASKA REQUEST FOR PROPOSALS



## DBH SUBSTANCE USE DISORDER (SUD) TREATMENT TRAINING FACILITATOR

RFP 2025-1600-0211

ISSUED DATE: FEBRUARY 12, 2025

THE DIVISION OF BEHAVIORAL HEALTH IS SOLICITING FOR A TRAINING FACILITATOR CONTRACTOR TO FULFILL TRAINING REQUIREMENTS FOR ALASKA’S COUNSELOR TECHNICIANS, CHEMICAL DEPENDENCY COUNSELORS, AND CHEMICAL DEPENDENCY CLINICAL SUPERVISORS IN ACCORDANCE WITH STATE OF ALASKA COMMISSION FOR BEHAVIORAL HEALTH CERTIFICATION (ACBHC) MATRIX.

ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF BEHAVIORAL HEALTH

PRIMARY CONTACT:

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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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 contracting with a training facilitator (contractor) to fulfill training requirements for Alaska's:

1. Counselor Technicians (CTs);
2. Chemical Dependency Counselors (CDCs); and,
3. Chemical Dependency Clinical Supervisors (CDCS)

as it relates to Alaska Commission for Behavioral Health Certification (ACBHC) matrix (<https://akcertification.org/wp-content/uploads/2021/03/Matrix-CDC-non-degree-03-15-2020.pdf>). The contracted training facilitator will conduct a comprehensive needs assessment to identify the current training offerings and determine gaps across the state as compared to the ACBHC matrix and the current evidence-based interventions for substance use disorder (SUD). Based on these findings, the contracted facilitator will develop a detailed training crosswalk plan, outlining available programs and pinpointing unmet training needs. Finally, the contracted facilitator will organize online correspondence type trainings via a centralized website to provide free or low-cost trainings that Alaska's workforce can access for obtaining continuing education credits for certification at their own pace.

The contracted facilitator will directly coordinate and/or work with sub-contractors to deliver at least 30 live targeted training sessions during the approximate three-year resultant contract to address the training needs to meet the certification requirement for the ACBHC training matrix and close the identified gaps within the needs assessment findings. The sessions will ensure CTs, CDCs, and the CDCS workforce receive essential, up-to-date education to support their professional development needs to meet the state's certification requirements. Additionally, the contracted facilitator will create and maintain a website as a one stop site available to register for live in-person and/or online classes and to access the correspondence courses.

### SEC. 1.02 BUDGET

Department of Health, Division of Behavioral Health, estimates a budget of between \$650,000 and \$750,000 dollars for completion of this project (NTE \$250,000 per year each year of the 3-year resultant contract). Proposals priced at more than \$750,000 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:30PM prevailing Alaska Time on March 10, 2025**. Late proposals or amendments 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 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](mailto: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 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 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		February 12, 2025
Deadline to Submit Questions		February 21, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:30PM	March 10, 2025
Proposal Evaluations Complete		March 17, 2025
Notice of Intent to Award		March 24, 2025
Contract Issued		April 2, 2025

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of 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

To continue supporting a certified behavioral health workforce in Alaska, DBH is establishing a contract for a Training Facilitator. This facilitator will oversee statewide training needs for CDCs, CTs, and CD Supervisors, ensuring these professionals have access to affordable and accessible training options that maintain their certification.

The contract includes three primary scopes of work:

1. **Needs Assessment and Training Crosswalk Development:** The Training Facilitator will collaborate with community partners to assess the specific training needs for certification maintenance as well as identify additional evidence-based interventions that are not currently vastly offered.<sup>1</sup> They will conduct a comprehensive needs assessment and develop a training crosswalk comparing needs and existing trainings and training vendors to prevent duplication and ensure essential training coverage across the state.
2. **Coordination and Provision of Training:** The Facilitator will coordinate or subcontract and offer at least 10 targeted trainings each fiscal year based on the identified crosswalk needs.<sup>2</sup> These trainings will be delivered in a combination of in-person sessions and virtual platforms, ensuring statewide accessibility. The Facilitator will work closely with the Alaska Commission for Behavioral Health Certification (ACBHC) to ensure each class meets certification requirements, and they will provide CEUs for all sessions.
3. **Correspondence Training Courses:** The Training Facilitator will coordinate and develop a system of correspondence courses which professionals can complete on their time schedule or pace. The classes must address some of the training gaps and requirements of the ACBHC matrix; be related to the SUD/OD fields; and provide CEUs upon completion. These will be maintained on a website managed by the Training Facilitator.

This effort by DBH underscores its commitment to maintaining a skilled and certified behavioral health workforce.

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<sup>1</sup> Note: The evidence-based training must include comprehensive training on Medications for Opioid Use Disorder, and Contingency Management.

<sup>2</sup> Note: The provision of training must include at least one comprehensive training on MOUD and Contingency Management.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 GOALS AND OBJECTIVES

The resultant contract from this solicitation will engage a training facilitator (contractor) to coordinate and oversee training initiatives for CTs, CDCs and the CDCS’.

In the first six months, the contractor will conduct a comprehensive needs assessment by collaborating with Alaska community partners to evaluate the current training landscape for the chemical dependency workforce. This assessment will identify existing training programs across the state and highlight any gaps.

Based on the needs identified, the contractor will then develop a training crosswalk that maps out available courses and specifies areas where additional training is needed. While American Society of Addiction Medicine (ASAM) training is pertinent to direct service professionals, Alaska DBH has secured a vendor for this specific training. During the first 6-month period, the vendor will launch the website which will begin to add the trainings identified within this solicitation.

After the first 6 months, the contractor will either provide the trainings themselves and/or coordinate with various subcontractors who will conduct SUD training to implement a hybrid training model based on the crosswalk, offering an array of trainers and trainings through a combination of virtual and in-person sessions to enhance accessibility and meet the workforce’s diverse needs. Additionally, the contractor will coordinate with ACBHC to ensure that all trainings meet certification renewal requirements and provide continuing education units (CEUs) for the target professions. Moreover, the contractor will incorporate evidence-based SUD treatment trainings that are additional to the existing ACBHC matrix. Within this 6-month period, the website will be live with registration for the live trainings and begin adding the correspondence courses.

### SEC. 3.02 SCOPE OF WORK

The Department of Health, Division of Behavioral Health, is soliciting proposals for a training facilitator (contractor) to fulfill training requirements for Alaska’s counselor technicians, chemical dependency counselors, and chemical dependency clinical supervisors in accordance with State of Alaska Commission for Behavioral Health Certification (ACBHC) matrix.

The resultant contract aims to fulfill the Department’s training requirements for Alaska’s Counselor Technicians (CT), Chemical Dependency Counselors (CDC), and Chemical Dependency Clinical Supervisors (CDCS) as requirements relate to Alaska Commission for Behavioral Health Certification (ACBHC) matrix. The contractor will conduct a comprehensive needs assessment to identify the current training offerings and determine gaps across the state as compared to the ACBHC matrix and the current evidence-based interventions for SUD. Based on these findings, the contractor will develop a detailed training crosswalk plan, outlining available programs and pinpointing unmet training needs. Finally, the contractor will organize online correspondence type trainings in a centralized website to provide free or low-cost trainings that Alaska’s workforce can access to obtain continuing education credits for certification at their own pace.

The contractor will directly coordinate and/or work with sub-contractors to deliver at least 30 live targeted training sessions through the approximate three-year contract to address the training needs to meet the

certification requirement for the ACBHC training matrix and the identified gaps within the needs assessment findings. The sessions will ensure CTs, CDCs and the CDCS workforce receive essential, up-to-date education to support their professional development and meet the state’s certification requirements. Additionally, they create and maintain a website as a one stop site to register for the live in-person/online classes and to access the correspondence courses.

### SEC. 3.03 DELIVERABLES

This contract aims to address the training landscape for CDCs, CTs, and CD Supervisors in Alaska by conducting a comprehensive needs assessment and establishing a systematic training approach. The contractor will work closely with DBH and community partners to assess existing training resources and identify any gaps.

Key components of the contract work involve:

1. **Needs Assessment and Training Crosswalk Development:** The contractor will perform an in-depth assessment of current training availability and gaps across Alaska. From this assessment, the contractor will develop a training crosswalk for DBH to follow, prioritizing essential training areas, avoiding duplications, and addressing underserved needs. Facilitator will also identify trainings through the needs assessment that can be offered via correspondence for the website.
2. **Training Coordination and Delivery:** Based on the identified needs, the contractor will either directly provide or coordinate with subcontractors to deliver required training sessions. Training requirements include a minimum of **one in-person training per quarter**, three virtual trainings accessible statewide, and three specialized trainings targeting rural locations to ensure comprehensive outreach. The trainings, along with any necessary follow-up sessions, must take place between October 1, 2025, and September 1, 2027. Contractor will provide participants with workbooks, training materials and supplies related to the training. The contractor is required to market these trainings through their website, listservs, and other available mediums that are most advantageous.

Required Training Sessions:

- 32 trainings for the contract – 18 must meet the requirements of the ACBHC matrix and be in-person or virtual and live; 12 trainings must address the additional training gaps within the state and be in-person or virtual and live. 2 trainings in the contractor’s delivery format of choice.
  - A minimum of 1 in-person training per quarter.
3. **Correspondence Training Courses:** The Training Facilitator will design and implement a system of correspondence courses tailored for CDCs, CTs, and CD Supervisors. These courses will:
    - a. **Address Training Gaps:** Be developed in alignment with the training gaps and requirements identified in Alaska Commission for Behavioral Health Certification (ACBHC) matrix. Include topics essential for certification, recertification, and continuing education for CDC, CT, and CD Supervisors.
    - b. **Flexible Learning Options:** Be self-paced, allowing professionals to complete the courses at their own convenience. Incorporate diverse formats such as video lectures, reading materials, and interactive quizzes to enhance engagement.
    - c. **Correspondence Training schedule:**
      - i. Trainings will be identified by 9/30/25
      - ii. Website will be established by 10/31/25
      - iii. Correspondence Trainings (minimum of 20) will be posted by 11/30/25

- iv. Additional 20 correspondence trainings will be added to the website by 6/30/26
  - v. Additional 20 correspondence trainings will be added to the website by 6/30/27.
4. The following sub-deliverables apply to both the Training Coordination Delivery and Correspondence Courses:
- a. Address Training Gaps: Be developed in alignment with the training gaps and requirements identified in Alaska Commission for Behavioral Health Certification (ACBHC) matrix. Include topics essential for certification, recertification, and continuing education for CDC, CT, and CD Supervisors. Include classes regarding evidence-based treatment interventions that may not be in the ACBHC matrix including but not limited to Medications for Addiction Treatment (including Medication for Opioid Use Disorder), contingency management, and cognitive behavioral therapy.
  - b. CEU Accreditation: The contractor will provide all necessary certificates and CEUs that meet the ACBHC requirements.
  - c. Web-Based Access: Be hosted and maintained on a dedicated, user-friendly website managed by the Training Facilitator. Include a secure login portal for participants to access materials, track progress, and download CEU certificates. This system will ensure that professionals across Alaska, including those in rural and remote areas, have access to high-quality training resources to maintain and enhance their skills in addressing SUD/OD challenges. Facilitator will need to monitor the website to ensure correspondence classes are functioning and continue to add classes annually through the life of the contract. The contractor will maintain a website to assist with notification of trainings and registrations and ongoing correspondence classes. The website will also include contact information.
  - d. DBH Program Manager Approval: DBH Program Manager must have approval on the course work. (for example, we must see and approve all slides in advance of all training topics and objectives for each training). Program Manager must have the ability to drop in and observe any training at any time the academies are in session.
  - e. Marketing: The vendor will be required to conduct recruitment of providers for these trainings in collaboration with DBH. Marketing efforts should occur at least six weeks before each training. The vendor will work with relevant associations, boards, State of Alaska Departments, and other stakeholders to conduct this recruitment. The vendor will work across the tribal health regions to market the training to ensure overall equity in recruitment.
  - f. No State of Alaska employee can train in these trainings without written approval by both the Program Manager and the employee’s direct supervisor.
  - g. The Facilitator will meet with the Program Manager quarterly to review any concerns or changes that need to happen.

Timeline and Training Type Summary			
Timeline	Training Type	# of Trainings	Requirement
By 11/30/2025	Correspondence	20	
By 6/30/2026	Additional Correspondence	20	
By 6/30/2027	Additional Correspondence	20	
Each Quarter	1 in-person training	8	
Between 10/1/2025 and 9/1/2027	Training that meets identified gaps	12	Can be virtual or in-person. At minimum 3 should be virtual.
Between 10/1/2025 and 9/1/2027	Trainin that meet ACBHCS requiremer	18	Can be virtual or in-person. At minimum 3o fhtese should be specialized and target rural locations.
		<b>98 TOTAL</b>	

5. Program Evaluation Plan<sup>3</sup> within six months that at the very least includes:
  - a. Objectives for the trainings
  - b. Indicators that include:
    - i. Number of trainings that took place during the specified time period;
    - ii. Number of people trained by credentials, type of organization, organization, and position in the organization;
    - iii. Major accomplishments, and outcomes achieved.
    - iv. Description of barriers and how you have addressed them. Include any barriers still left to address.
  - c. Data collection methods such as surveys or interviews
  - d. Data analysis plan
  - e. Communication plan identifying who will receive this information and in what ways they will receive it
  
6. A mid-year and yearly report will be required reflecting the information identified in the program evaluation plan in deliverable 5. These reports are required to be submitted at the following intervals:

REPORTS				
FROM	TO	Quarterly Report Due	Mid-Year Report Due	Annual Report Due
Start Date	6/30/2025	7/15/2025		
7/1/2025	9/29/2025			9/29/2025
9/30/2025	12/31/2025	1/15/2026		
1/1/2026	3/31/2026		4/15/2026	
4/1/2026	6/30/2026	7/15/2026		
7/1/2026	9/29/2026			9/29/2026
9/30/2026	12/31/2026	1/15/2027		
1/1/2027	3/31/2027		4/15/2027	
4/1/2027	6/30/2027	7/15/2027		
7/1/2027	9/29/2027			9/29/2027

By collaborating with community partners, the contractor will ensure that the training programs align with Alaska’s unique workforce needs and support a sustainable and qualified behavioral health workforce.

The contractor will submit an invoice and report for each training for reimbursement.

<sup>3</sup> Note: Program evaluation plan should be based on frameworks such as the CDC Evaluation Framework or the Kirkpatrick Framework

**SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date contract is fully executed and run for a period of approximately 3 years until completion.

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.

The following chart represents a crosswalk between Federal and State Fiscal Years for each calendar year and quarter throughout total anticipated contract performance duration.

YEAR	MONTHS			SFY YEAR	FFY YEAR	SFY QTR	FFY QTR
2024	OCT	NOV	DEC	2025	2025	2	1
2025	JAN	FEB	MAR	2025	2025	3	2
2025	APR	MAY	JUN	2025	2025	4	3
2025	JUL	AUG	SEPT	2026	2025	1	4
2025	OCT	NOV	DEC	2026	2026	2	1
2026	JAN	FEB	MAR	2026	2026	3	2
2026	APR	MAY	JUN	2026	2026	4	3
2026	JUL	AUG	SEPT	2027	2026	1	4
2026	OCT	NOV	DEC	2027	2027	2	1
2027	JAN	FEB	MAR	2027	2027	3	2
2027	APR	MAY	JUN	2027	2027	4	3
2027	JUL	AUG	SEPT	2028	2027	1	4

**SEC. 3.05 CONTRACT TYPE**

This contract is a firm fixed price contract.

**SEC. 3.06 PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and training report. No payment will be made until the progress report and invoice has been approved by the project director.

**SEC. 3.07 CONTRACT PAYMENT**

No payment 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.

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

### **SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed is at the place of business of awarded offeror.

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

Travel will be required for work on this contract. The state estimates a budget for travel costs to be approximately \$20,000-\$25,000 per year. Offerors do not need to factor travel costs into their cost proposal; it will be added to the not-to-exceed amount of the awarded contract. When required, the project director will notify the contractor and all travel must receive prior approval from the project director.

Travel related costs will be billed as a pass-through charge and paid in accordance with the Alaska Administrative Manual (AAM) 60, which allows for reimbursement for coach airfare, lodging cost, ground transportation cost (rental car, taxi, parking, etc.) and meal and incidental expenses. The contractor will use good faith, diligent effort to minimize airfare and lodging costs, and for meal and incidental expenses, the contractor will be paid \$60 per day per employee that is traveling. All costs referenced herein must be itemized and added as separate lines on the invoice.

No reimbursement shall be made for alcoholic beverages, entertainment, or what might be otherwise considered normal living expenses.

In a situation where travel must be extended because contractor's personnel is weathered in or delayed from return due to another natural disaster, the contractor will be allowed to bill for travel costs in accordance with this section. No additional charges shall be allowed.

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 submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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. 3.09 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. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.11 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. 3.12 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. 3.13 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the 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. 3.15 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. 3.16 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any third-party 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. 3.17 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 \$300,000 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. 3.18 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.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as 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). Resumes for staff will not count toward the maximum page limits.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>NO</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>NO</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>NO</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>NO</b>	<b>5</b>
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) Alaska preference qualifications.

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

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on their specific experience in the following:

1. At least 1 example of experience developing a training crosswalk outlining current trainings and gaps.
2. At least 3 years of experience coordinating with community or agency partners.
3. Experience with coordinating program participant registration.
4. Experience with developing data collection methods such as surveys, collecting data, analyzing the data, and reporting the results to interested stakeholders.
5. Experienced in providing technical assistance when necessary, via virtual platforms to participants when needed.
6. Experience creating a website to provide information to the public about the training programs or have a plan in place within proposal submission of how they will manage a website for the project.
7. At least three examples of marketing a program (provide links if available).

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.

Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02). Resumes will not count toward the maximum page limit.

#### **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 to meet the state's needs.

If offeror is able to demonstrate their understanding of Alaska specific behavioral health workforce needs and challenges, this would exhibit a deeper understanding in identifying unique challenges at the onset of the project.

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

#### **SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

Offerors must provide detail that demonstrates the methodology they will employ and how the methodology will serve to accomplish the work and meet the state’s needs.

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

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

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

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and 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, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## 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)	

Technical Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	75
<b>Total</b>		<b>500</b>

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
<b>Total</b>		<b>400</b>

  

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		100
<b>Total</b>		<b>100</b>

**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
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	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:

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

Combined PEC Score (20) x 2.5 = Points Awarded (50)

**Offeror 3** was awarded 100 points:

Maximum Points Available (100)

\_\_\_\_\_ = 2.5  
Maximum Combined PEC Score Possible (40)

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 evaluated against the following questions:

- 1) How well did the offer detail their specific experience in these areas:
  - i) Developing crosswalks regarding specific needs and gaps
  - ii) Coordinating with community or agency partners
  - iii) Registering participants for trainings
  - iv) Developing data collection tools, collecting data, analyzing the data, and reporting on the data to interested stakeholders
  - v) Providing technical assistance via virtual platforms
  - vi) Developing and maintaining a website
  - vii) Using a breadth of marketing channels to relay information about upcoming events/programs
- 2) How well did the offeror detail the primary project manager’s experience in projects of a similar nature and the directly related experience of the overall project team?
- 3) How did the offeror describe the organization of the project team and the individual(s) responsible for and accountable for the completion of each component and deliverable of the RFP?

## SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well did the offeror demonstrate their understanding of the project requirements and how to meet the state’s needs?
- 2) To what degree did the offeror include other specific areas of expertise, such as understanding SUD trainings, certifications, CEUs?
- 3) To what degree did the offeror understand Alaska specific behavioral health workforce needs and challenges?

- 4) To what degree did the offeror demonstrate an understanding of the need for low cost or free trainings and did the offeror address the fees they would charge for the courses they would be providing through this RFP should they be the prevailing contractor?

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well did the offeror demonstrate the methodology they will employ and how the methodology will serve to accomplish the work and meet the state’s needs?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well did the offeror demonstrate their management plan and how that plan will service to accomplish the work and meet the state’s needs?
- 2) To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

### **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/policy-oversight/policy-resources/user-guide-matrixes/>

- 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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 MILITARY SKILLS PROGRAM PREFERENCE**

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

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

**Alaska Military Skills Program Preference Certification**

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

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

## SEC. 5.13 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)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the top scoring offeror.

## SEC. 5.14 COST REASONABLENESS

Prior to entering into contract negotiations, the procurement officer may perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- If the highest ranked offeror’s cost proposal is within 5% of the next highest ranked offeror’s cost proposal, the state will proceed to invite the highest ranked offeror to contract negotiations.
- If the highest ranked offeror’s cost proposal is 5% or more higher than the next highest ranked offeror’s cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

### SEC. 5.15 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 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. 5.16 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(s) selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 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. 6.02 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services **OR** Standard Contract Form for Goods and Non-Professional Services. This form is attached with the RFP for your review. The contractor must comply with the Appendix A 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. 6.03 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 HIPAA 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. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 6.06 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. 6.07 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: <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. 6.08 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. 6.09 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. 6.10 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.

## SEC. 6.11 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

**SEC. 6.12 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. 6.13 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. 6.14 SOLICITATION ADVERTISING**

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

**SEC. 6.15 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. 6.16 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. 6.17 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. 6.18 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 contact 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. 6.19 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–G
- 2) Submittal Form H - Cost Proposal
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA