

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA OPIOID TREATMENT PROGRAM CENTRAL REGISTRY

RFP 2026-1600-0062

ISSUED SEPTEMBER 5, 2025

THE ALASKA DEPARTMENT OF HEALTH (DOH), DIVISION OF BEHAVIORAL HEALTH (DBH) IS SOLICITING PROPOSALS FROM CONTRACTORS TO CREATE A STATEWIDE CENTRAL REGISTRY FOR OPIOID TREATMENT PROGRAMS (OTP) TO STREAMLINE THE VERIFICATION OF DUAL ENROLLMENTS AND IMPROVE COORDINATION AMONG CLINICS.

ISSUED BY:

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Behavioral Health (DBH), is soliciting proposals from contractors to create a statewide central registry for opioid treatment programs (OTPs) to streamline the verification of dual enrollment and improve coordination among clinics. This initiative responds to the growing demand for OTP services in Alaska, the need to prevent patients from enrolling in multiple programs, and the current unsustainable manual verification methods. The proposed registry will enhance patient safety, reduce diversion risk, and support continuity of care during emergencies by managing patient dosing and clinic operation information. All solutions must comply with current federal guidelines which are subject to change at any time.

SEC. 1.02 BUDGET

The Department of Health (DOH), Division of Behavioral Health (DBH), estimates a budget of between \$450,000.00 and \$500,000.00 dollars for completion of this project. Proposals priced at more than \$500,000.00 will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation or federal funding received beyond the initial anticipated term.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 5:00PM prevailing Alaska Time on November 17, 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 experience requirements that are provided in **Submittal Form I – 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 the 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 at 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 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 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		9/5/25
Deadline to Submit Questions		11/7/25
Deadline for Receipt of Proposals / Proposal Due Date	5:00PM	11/17/25
Technical Proposal Evaluations Complete		12/1/25
Demonstration Evaluation Complete		12/11/25
Notice of Intent to Award		12/12/25
Contract Issued		12/22/25

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 Department of Health, Division of Behavioral Health seeks to establish statewide central registry services for opioid treatment programs. Opioid treatment programs (OTPs) are certified by SAMHSA and are registered with the Drug Enforcement Administration (DEA) to administer or dispense opioid drugs for the treatment of opioid addiction. These programs are required to meet the federal expectations and standards found in Title 42 of the Code of Federal Regulations Part 8 (42 CFR 8). These regulations describe guidance for OTPs to develop and maintain diversion control plans to reduce the scope and significance of diversion. At minimum OTPs are required to address how they prevent patients from enrolling in treatment provided by more than one clinic or individual practitioner. An OTP, after obtaining patient consent, may contact other OTPs to verify that a patient is not enrolled in another OTP. To mitigate potential for dual enrollment, OTPs obtain consent from the patient at the time of enrollment to allow the OTP to coordinate care with other providers and to verify with other OTPs if patient is currently enrolled in another program. Currently OTPs in Alaska will fax or send verification to other OTPs to verify if there is dual enrollment. This method is not sustainable given the increase in patient enrollment in OTPs as well as the expansion of OTPs in Alaska. Currently there are 10 OTPs and one medication unit operating in Alaska, and their program census continues to increase with the impact of fentanyl use on the rise. The Division of Behavioral Health wants to support OTPs' efforts to ensure safety for individuals and communities by establishing efficiency in the verification of dual enrollment through the establishment of a central registry that will streamline this process. Additionally, the central registry will provide a platform and serve as a mechanism for managing patient dosing information and clinical information such as closures or dosing hours in the instances of natural disasters and other emergencies that impact clinic operations. The goals are to ensure safety and quality control to mitigate diversion and to provide mechanism for the opioid treatment programs that will allow them to safely continue their service provision including dosing during clinic closure emergencies, or natural disasters.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 GOALS AND OBJECTIVES

The critical goals and objectives of the resultant contract are to ensure safety and quality control to mitigate diversion and to provide mechanism for the opioid treatment programs that will allow them to safely continue their service provision including dosing during clinic closure emergencies, or natural disasters.

The main objectives and outcomes of this work are as follows:

1. **Dual Enrollment Prevention:** Develop a secure, real-time system to identify and prevent dual enrollment of patients in multiple OTPs to reduce diversion and enhance patient safety.
2. **Data Management and Access:** Provide a centralized platform to store and manage patient treatment and dosing data, accessible only by authorized OTP staff under HIPAA-compliant protocols as well as the State Opioid Treatment Authority.
3. **Interoperability and Integration:** Ensure the registry integrates smoothly with existing electronic health record (EHR) systems to support seamless data exchange.
4. **Emergency Preparedness and Continuity of Care:** Include functionalities to track clinic operational status and support continued patient dosing and care coordination during emergencies such as natural disasters or temporary clinic closures.
5. **User Access and Audit Control:** Implement user authentication, role-based access, and audit logs to monitor access and ensure system integrity.
6. **Compliance and Security:** Adhere to all applicable federal and state laws and regulations, including the following State of Alaska regulations: 7 AAC 70.125 as well as the following federal regulations: 42 CFR Part 2, 42 CFR Part 8, HIPAA, and DEA requirements.
7. **Scalability and Support:** Design a system that can scale with growing OTP numbers and patient volumes and includes provisions for user training, system maintenance, and technical support.

SEC. 3.02 SCOPE OF WORK

The primary objective of the Alaska Opioid Treatment Program (OTP) Central Registry is to ensure continuity of care, improve patient safety, and prevent diversion of opioid use disorder medications such as methadone and buprenorphine. This system must meet several critical needs and address longstanding challenges specific to the state of Alaska, which include unique geographic, technological, and public health considerations.

Specific Requirements and Needs

Preventing Duplicate Enrollment Across Programs: The central registry must provide real-time verification to OTP providers to ensure that individuals are not enrolled in more than one OTP at the same time. This is essential for preventing overmedication, diversion, and misuse of controlled substances.

Ensuring Continuity of Care During Transitions: The system should enable authorized OTP and approved state health department staff to securely access and verify a patient's treatment history and current medication dosage. This is particularly important during emergencies, natural disasters, incarceration, hospitalization, or inter-facility transfers.

Supporting Emergency Response and Disaster Preparedness: Given Alaska's vulnerability to extreme weather and infrastructure limitations in remote regions, the registry must be accessible during outages or limited internet connectivity. Offline capabilities, secure backup systems, and role-based access should be incorporated to ensure seamless access during crises.

Protecting Patient Privacy and Data Security: The registry must comply fully with 42 CFR Part 2 and HIPAA regulations, incorporating robust data encryption, strict access controls, and audit logs to ensure patient confidentiality and data integrity.

Enabling Data Sharing Across Jurisdictions When Necessary: The system should support coordination with tribal health organizations, correctional health providers, and other approved partners to ensure safe and appropriate care, especially in communities served by both state and federal agencies.

Tracking and Monitoring Dispensed Medication: The registry must include a medication tracking function that accurately records medication dispensing data. This is essential for oversight, program evaluation, and the prevention of diversion or dosage errors.

Challenges to Be Addressed

Geographic and Technological Barriers: Many communities in Alaska are rural or remote, with limited access to high-speed internet or advanced IT infrastructure. The registry must be designed for low-bandwidth environments and include options for secure mobile or satellite-based access.

Staff Training and System Usability: The system must be user-friendly, intuitive, and supported by robust training resources to ensure successful adoption across facilities with varying levels of technical capacity.

Interoperability with Existing Systems: The registry should be designed for compatibility and potential integration with existing electronic health records (EHRs), Prescription Drug Monitoring Programs (PDMP), and correctional health systems, reducing the need for duplicate data entry and improving system efficiency.

Outcome: By addressing these requirements and challenges, the central registry will serve as a vital tool in improving patient care, enhancing public safety, and supporting the coordination and accountability of opioid treatment programs across Alaska. It will ensure that patients receive appropriate treatment without duplication, reduce risk of diversion, and improve the overall effectiveness and responsiveness of the state's substance use disorder treatment infrastructure.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

3.03.1. General

1. Collect information from every Opioid Treatment Program (OTP) pertaining to the OTP name, site address, phone number and fax numbers as well as the name, email address and clinic web address of and title of at least the program sponsor, medical director, and if not program sponsor or medical director, the lead point of contact from each OTP facility. Further the Contractor shall review this information on a monthly and as needed basis in consultation with the State Opioid Treatment Authority (SOTA) at the Alaska Department of Health Division of Behavioral Health (Alaska DOH DBH) to ensure current and accurate information. This requirement is also applicable for any new Stationary Medication Unit (SMU) and Mobile Medication Units (MMU) that may be implemented during this contract period.
2. Ensure that at least two approved employees from every OTP will be able to register and will be the point of contact in case of a disaster or emergency.
3. Develop and maintain training materials for OTPs and OTP staff on the system features. These materials shall include but are not limited to online tutorials available on demand or downloadable for appropriate OTP and the SOTA. Training courses should also include live webinars with question-and-answer sessions. Additionally, these materials will be updated as necessary throughout the term of the contract.
4. Provide all required maintenance and support to the database and its application, including testing whenever upgrades/changes/improvements are made to ensure full system functionality and that the solution remains compliant with all federal and state security requirements
5. Develop the Registry User's Manual and update it as system changes are incorporated, either by Alaska DOH request or via normal vendor system maintenance.

6. Have the ability to alert and inform the SOTA and OTPs of actual OTP closings and/or impending closings due to emergencies, extreme weather conditions, disaster, or other unscheduled occurrences.
7. Meet with the SOTA on, at minimum, a monthly basis to discuss updates and troubleshoot any issues experienced by OTPs or the Registry, when necessary.
8. Have the ability to track the following data in the Registry specifically for MMU services and have reports available in the system: All MMU stops (locations of service), from where the patient and the stop are both unique (one time), and the last date the patient received their dose of medication.

3.03.2. Admissions

1. To admit a patient, an OTP must be able to sign into the Registry and input key patient identifying information. This key data is used to determine whether the patient is currently enrolled or has been discharged from the OTP. The admission function performs the registration of new patients and readmission of eligible patients.
2. The contractor shall integrate with the current patient identification protocol and assign a permanent, unique random identification number is a valid one and is not associated with any other patient, active or inactive, known to the Registry. (Offerors should be aware that consecutive identification numbers cannot be assigned to new admissions).
3. Contractor must have an online web-based system capable of entering an admission utilizing the following patient data:
 - a. Last Name*
 - b. First Name*
 - c. Middle Initial
 - d. A.K.A. if applicable[†]
 - e. Gender*
 - f. Birth Date*
 - g. Mother's First Name*
 - h. Program of Admission (Name and/or PRU number)*
 - i. Admission Date*
 - j. Zip Code of Patients Residence
 - k. Hospital number (if any)
 - a. Medicaid number (if any)
 - b. Social Security Number (Note: Failure or refusal to disclose SSN is not a cause for denial of service.)
 - c. Ethnicity (optional)
 - d. Type of Medication for Opioid Use Disorder (MOUD)*
 - e. Frequency of MOUD (including dates)*
 - f. Current dosing level*
 - g. Phone number (to be contacted in case of an emergency closure)*
4. The contractor must be able to collect the following facility information
 - a. Facility name
 - b. Facility address information
 - c. Facility phone number
 - d. Facility fax number
 - e. Contact person's name
 - f. Contact person's email address
 - g. Contact person's phone number
5. The contractor must design, operate and maintain an online web-based database system capable of immediate search results using the key identifiers of the patients:
 - a. Last Name
 - b. First Name

* Denotes required fields to be filled in

[†] Indicates required information.

- c. Birth Date
 - d. Mother's First Name
 - e. Last four digits of SS#, as available
6. The contractor must be able to create a field of "consent" or "no consent" which controls the patient disclosure to the PDMP.
 7. The contractor must design, operate and maintain a database system capable of producing one of the following three mutually exclusive search results:
 - a. No match is found in the Registry database. The patient is considered a new patient. A new registry identification number is assigned, and the patient is added to the Registry database and considered eligible for admission into an OTP.
 - b. A conditional match is found. The patient requesting treatment is listed as active and assumed to be receiving treatment at another OTP. This situation requires action by Registry staff to determine if the patient listed is in current treatment. Registry staff contacts the current listed program to determine if the patient is still being treated. If the patient is not in treatment the patient needs to be discharged by the OTP and admitted to the new OTP or transferred if the new OTP is under the same administration as the other OTP. If the patient is still in treatment, arrangements must be made to have the patient discharged by that OTP if appropriate or denied admission for treatment at the new OTP.
 - c. An unconditional match is found. The patient is in the database but currently inactive. The patient is admitted to the new OTP using an appropriate registry identification number.

3.03.3. Dosage Verification

1. The contractor shall collect and maintain patient name and other identifying information, medication type, and medication dosage information that allows OTP and SOTA at the Alaska DBH staff to verify patient medication and dosage levels in times of emergency and at other times as SOTA may require. This information will be updated by the OTP each time a dosage change occurs with an admitted patient.
2. Contractor shall operate and maintain an Online web-based medication dosage database system sufficient to support the following procedures:
 - a. Maintain specific critical fields to capture information on patients' dosing, including but not limited to: type of medication dispensed, date, time, amount of last dose, take home medication issued, etc.
 - b. Create an automated Online system that easily communicates between the Registry and the automated dosage systems of the OTPs that has the following functions:
 - i. Record current dosage information for all admitted patients at system start up.
 - ii. Retrieve/upload up-to-date medication dosing information to the Registry daily.
 - iii. Record dosage changes/adjustments made by Alaska State OTPs in a way that is usable in everyday as well as emergency situations.
 - iv. Enable OTP and Alaska DBH-approved staff to verify patient medication and dosing information through a secure online portal, including during disasters, emergencies, and guest dosing events. The system should include a medication tracking function to monitor and document medications dispensed by any OTP other than the patient's primary program. The system should provide information regarding the patient's clinic of origin, guest dosing dates, and identify the alternate medication site(s).
 - v. Incorporate a mechanism to track patients utilizing mobile medication unit (MMU) services and which specific locations they are receiving services.

3.03.4. Transfers and Terminations

1. The contractor must demonstrate the ability to design, operate and maintain an online web-based database system sufficient to support the following procedures for patient terminations and transfers:
 - a. A termination requires the reporting of the following data:

- i. Registry Identification Number
- ii. Termination Date (last date of service)
- iii. Program Number
- iv. Reason for Termination
- v. Dosage at Termination
- b. A transfer requires the reporting of the following data:
 - i. Registry Identification Number
 - ii. Old Program Number
 - iii. New Program Number
 - iv. Transfer Date (last date of service)
 - v. Dosage Date of Transfer

3.03.5. MMU Tracking

1. In addition to all information that must be submitted for admission, the Registry must have the ability to track and report out on individuals utilizing MMU services. Elements required to be collected from patients and reported to the SOTA are:
 - a. TrackID
 - b. Last Name
 - c. First Name
 - d. Birth Date
 - e. Mother's First Name
 - f. Last four digits of SS#, as available
 - g. Location patient seen [drop-down of locations provided by SOTA]
 - h. Received methadone dose on-site [yes/no]
 - i. If yes, Methadone dose in mg
 - i. Take-home doses given [n/a-28]
 - j. Received buprenorphine on-site [yes/no]
 - i. If yes, Buprenorphine dose in mg
 - ii. If yes, Buprenorphine formulation [injectable, sublingual]
 - k. Received individual counseling on-site [yes/no]
 - l. Received group counseling on-site [yes/no]

3.03.5. Operating Requirements

To ensure comprehensive operation of the Central Registry across the state of Alaska, the Contractor must:

1. Ensure the primary function of the registry is to maintain accurate and up-to-date records for all OTP patients who have been admitted, transferred or discharged from Alaska OTPs to ensure that a patient is not receiving OTP services from more than one program at one time.
2. Operate and maintain an online web-based database of accurate and up-to-date medication dosing information. This database shall support daily updating of patient dosing levels.
3. Maintain systems to support and complete admission/transfer/termination/correction transactions to be reported each month.
4. Provide a system that is accessible by all OTP programs for reporting Registry transactions.
5. Provide customer service Monday through Friday from 6:00 a.m. to 5:00 p.m. Alaska Time and have an online portal where OTPs can access the registry at all times. During the term of the contract, circumstances (e.g., emergencies) may require a change to include emergency customer service hours on a seven day per week basis at the discretion of SOTA.
6. During an emergency, the Contractor must have customer service available; any closure outside of the federal legal holiday schedule must be approved by SOTA. The online web-based Registry must be operable at all times.

7. Maintain systems capable of handling correctional facility admission and discharge updates annually.
8. Design, operate and maintain a database system sufficient to support the following procedures for data changes:
 - a. Corrections/Update. The OTP needs to change or update certain information already provided to the registry.
 - b. Data Entry Errors. An error was made when entering admission, termination, transfer or dosage information. SOTA or providers WILL NOT assume any costs resulting from contractor error.
9. Design, operate and maintain a registry which includes the following features:
 - a. Transaction Log. An electronic record of every transaction made to the system is maintained. This file provides an audit trail of daily activities and a statistical record.
 - b. Data Audit. The Password Access Code (PAC) of the OTP staff who entered the transaction(s), log time and patient record are maintained in a data file.
 - c. Online Security. For those providers that input directly into the registry, a software control must be provided to restrict data authorization to subsets of the database appropriate to that provider. All Online transactions must comply with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2.
 - d. Dosage Verification. The Contractor must maintain a system with current dosage information for all OTP patients that can be used in cases of emergency, patient displacement (i.e. when patients do not have access to their home clinic) and such other times as the SOTA may require.
10. Maintain sufficient staff, software and equipment to provide:
 - a. Database. The ability to successfully enter all data for a transaction(s) into the online database.
 - b. Electronic Transfer. The ability to electronically upload dosage and other related information from an OTP to the Contractor via the dispensing software system. Most OTPs in Alaska have automated dispensing systems and many OTPs have electronic health / medical records from where electronic information can be accessed. Currently, Alaska OTPs report using the following dispensing software:
 - i. Methasoft
 - ii. Methware
 - iii. SMART (TS Plus)
 - c. Electronic Transfer. The ability to electronically upload dosage and other related information from the Contractor to the Alaska Prescription Monitoring Program (PDMP) software.
11. Outputs are generated from the registry system which requires specific cycles and tight delivery deadlines. Listed below are examples of requested outputs. The Contractor will ensure the capacity for Alaska DOH DBH to receive the following reports from the Registry system:
 - a. Daily Reporting for dosage and other related information to the AK PDMP
 - b. A Weekly Transaction List, by Program
 - c. A Quarterly Roster of Patients
 - d. Monthly Program Billings for Registry Services
 - e. Monthly Corrections/ Revisions Report
 - f. Monthly Patient Movement Report
 - g. Monthly Summary, Census by County of Residence, Patient Age and Gender
 - h. Weekly Utilization Report
 - i. Weekly, Monthly and Quarterly Dosing Reports; and
 - j. Guest Dosing Occurrence Reports
12. Disaster Preparedness – The Contractor is required to perform all services outlined in this section remaining operational and available during events foreseen and/or unforeseen including acts of God, man, or nature. Additionally, the Contractor must provide/maintain some form of live communication during such an event.
13. Provide a monthly report to SOTA of all visits that occur on an MMU. The report shall include all data points as required by SOTA.

3.03.6. PERFORMANCE STANDARDS

1. Registry Performance Standards. Significant system failures could adversely impact program functions. The Contractor agrees to the following requirements designed to maintain an acceptable level of performance.
 - a. The registry must be fully operational within 24 weeks of the contract start date (this includes data conversion, risk assessment, staff training, registry configuration, OTP connectivity, testing and user acceptance testing, and all other necessary components).
 - b. The registry system must be available to all programs 24/7.
 - c. At the request of any program, the Contractor will supply, within five (5) working days after the end of any standard period, specified data elements for that program(s) specified by that program. This service may be initiated by any program with 30 days' written notification.
 - d. Must provide disaster recovery plans for automated and manual systems which will be implemented in the event of system failures that will allow the registry to function without interruption.
 - e. Must provide Alaska DBH on a monthly basis a copy of primary registry data files and a summary of registry activity, in an electronic format to be specified by Alaska DBH.
2. Other Requirements
 - a. At Alaska DBH's request, the Contractor shall participate in a variety of professional activities related to the operation of the registry.
 - b. The Contractor shall conduct training and technical workshops for registry participants at no additional charge.
 - c. The Contractor shall attend meetings with Alaska DBH either in person or through video conference.
 - d. The Contractor shall provide Alaska DBH with the name of a specific contact person. Alaska DBH, in its discretion, reserves the right to request or require the reassignment of the contact person.
 - e. The Contractor shall provide Alaska DBH reports of dual enrollment and late discharges.
3. Title and Security of Data
 - a. The contractor, in coordination and collaboration, with Alaska DBH agrees to responds to requests to complete the Project Initiation Security Questionnaire.
 - b. The contractor agrees that all data collected and related documentation are the property of Alaska DOH and shall be provided to Alaska DOH or its designee within ten days of the request.
 - c. The contractor agrees that any use of data collected for any purposes outside of those specified in this Request for Proposal is strictly forbidden unless with the express written consent of Alaska DBH.
 - d. All client information is confidential in accordance with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2. The Contractor shall institute measures to provide for security and confidentiality of data. The Offeror shall discuss, in their proposal, specific measures that will be instituted to provide for security and confidentiality of data. These measures must include implementation of the personal, access, and technical controls dictated by the data classification of this repository. The classification, at a minimum, would be rated as medium to high confidentiality, high integrity and high availability.
 - e. The Contractor and or employees may be subject to termination for any unauthorized release of registry information, or violation of applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records," as Alaska DBH, in its sole discretion, may determine appropriate and necessary.
4. General Performance Standards

- a. During the implementation phase, the Contractor, must, at a minimum, submit written progress reports once per month. SOTA may require either written or oral reports more frequently and the Contractor must comply with each such request. Progress reports will contain, but not be limited to:
 - i. Progress during the past reporting period, including significant accomplishments and/or milestones reached.
 - ii. Problems encountered and solutions arrived at or recommended.
 - iii. Anticipated progress for the next reporting period.
 - iv. Anticipated problems and proposed solutions.
 - v. Any actions requested to be taken by Alaska DBH.
 - vi. An updated project schedule reflecting progress to date.
- b. During the ongoing operation phase, the Contractor will be required, at a minimum, to submit monthly written progress reports. These reports shall include, at a minimum, the number of patients who are guests dosed, number of new admissions, number of discharges/terminations based on either voluntary and involuntary decisions, and medication dose increases are examples that would be included in a monthly report. SOTA may require reports, written or oral, more frequently and the Contractor must comply with each such request. Monthly reports must contain, but not be limited to, problems encountered during the reporting period and anticipated solution.

3.03.7. Documentation Requirements

1. The contractor is required to document all major functional areas including, but not limited to, input methods, system requirements, system narratives, operation procedures, quality assurance and control procedures, workflow description, samples of inputs and outputs, data dictionaries or record and file descriptions for primary files, database entity relationship diagram and system architecture diagram. This documentation must be provided.
2. The contractor agrees that all manuals developed for the system must include the following components:
 - a. Overview of the procedure
 - b. Purpose of the procedure
 - c. Objectives of the procedure
 - d. Overall narrative description of the procedure, including the functional steps involved
 - e. Detailed procedure descriptions including flowcharts, staffing, time-sequencing and staff responsibilities.
3. Identification and descriptions of supporting materials such as control logs, error reports, etc. Examples of completed forms with explanations of all items should be included.
4. A Master Procedure Manual should be developed that includes an:
 - a. Overview of the complete systems' flow.
 - b. Itemization of how and where the individual procedures documentation fits into the overall process.
 - c. A User's Manual, which must provide all information and explanation necessary to operate the system and understand the logic of the system operation. Step by step explanations, detailed descriptions and exhibits of required input data and output reports should be included.
 - d. A System/Programmer's manual, which must include an introduction to the system and describe the system objectives, hardware configuration, system program and overall system structure.
 - e. System Programs, including a narrative description, functional flowchart, detailed logic flowchart, program listings, input requirements and outputs produced.
 - f. System File Structure documenting the system files, including the ancillary and key files used. Record layouts should be presented and described.

3.03.8. Acceptance Testing

1. As soon as practical, but not later than 24 weeks after the bid is awarded, the Contractor must demonstrate the performance of systems that have been developed to operate the registry. Alaska DBH will begin acceptance testing on the system six weeks after the bid is awarded. However, two of the basic functions of the registry, namely multiple enrollment prevention and disaster/ emergency notification, are expected to be functional immediately.
2. A period of parallel operation is required, and the Contractor must demonstrate that all requirements of the system are operational during that time. A benchmark procedure must be employed. During Acceptance Testing, the data in the system, reports generated, and the system performance must be demonstrated to be acceptable to Alaska DOH staff. These reports shall contain data listed by registry number, PRU number, program name, program capacity, program utilization, patient demographics and admission data, program census, individual patient dosage, etc. The grouping and formatting of the gathered data will be determined by Alaska DOH.
3. Acceptance Testing must demonstrate the following:
 - a. To demonstrate that the registry adequately prevents multiple enrollments, in collaboration with existing OTPs, a sample of known patients will be selected from OTP's EHR, together with a control group. The system must successfully identify all patients as "no match," "unconditional match," or "conditional match".
 - b. Admission, termination, transfer and correction capabilities must also be demonstrated. A test program will be set up and fictitious patients entered to test this capability. In addition, the reports required as part of the registry (Weekly transaction List, Quarterly Roster, and Program Billings) must be produced for this test program.
 - c. Demonstrate system load capacity to ensure an expected volume of transactions and concurrent users can be processed cleanly/handled without the deterioration (system freezes/failures/crashes) of performance.
 - d. The Contractor will also be required to demonstrate the capabilities to provide any other requirements contained in this RFP as well as to demonstrate all security precautions which have been employed to protect confidentiality of data.
 - e. Once all the above is demonstrated to Alaska DOH's satisfaction, a one-month period of parallel operation of current registry services must be undertaken. Alaska DOH will choose programs to participate. Each program will report all registry activity to both the Contractor. Following a two-week test, the results will be compared for accuracy and completeness.
4. The Contractor will also be required to demonstrate that the systems it has developed can successfully process all transactions submitted through Online transmission.

3.03.9. Rights to Materials Produced

1. The Contractor agrees that all communications, training materials, data, reports, correspondence, records, and documents (paper or electronic) developed pursuant to this contract, shall be and remain the sole property of Alaska DOH, which shall have the exclusive right of copyright thereto. The Contractor must secure written permission from Alaska DOH to use any such materials for purposes other than those specified in the Scope of Work section of this RFP, and at no time shall the Contractor access, use, or disclose any confidential information (including personal, financial, or health record information or other sensitive information for any purpose).
2. The Contractor agrees that State data shall not be distributed, used, re-purposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Contractor, or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by Alaska DOH.
3. The Contractor agrees that all documents, reports, and other data prepared for Alaska DOH in the performance of services under this contract shall include the following statement: Produced under

contract with and remains the property of Alaska DOH. All information contained herein is strictly confidential and must be maintained in conformance with the restrictions of applicable State and Federal confidentiality requirements including 42 CFR Part 2.

SEC. 3.04 TIMELINE

The security assessment must be completed by February 2026. The Alaska Opioid Treatment Program Central Registry must be developed by July 2026, and Opioid Treatment Programs including their medication units must be incorporated into the Alaska OTP CR, by October 2026.

SEC. 3.05 HIPAA SECURITY ASSESSMENT REQUIREMENTS

Once the contract is executed and prior to beginning any other work under the contract, the contractor shall work with the Department of Health (DOH) Security Office to complete a full DOH/Health Insurance and Portability Act (HIPAA) Security Assessment for the proposed software or system solution(s). This process and the information required of the contractor is detailed in a NIST CSF Assessment Questions List (see next RFP section).

Follow up clarification questions from the DOH's Security Assessor may be required. **The software or system solution(s) must receive an Authority to Operate from the Security Assessor prior to being implemented and deployed. If the ATO is not issued, the State is not responsible for any additional costs and reserves the right to terminate the contract immediately.**

All contractor costs for the security assessment must be included in the offeror's cost proposal as instructed by RFP Section 4.14 and Submittal Form L. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

SEC. 3.06 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an intent to propose and non-disclosure agreement, provided as an attachment to this RFP. The signed agreement must be emailed to the procurement officer as an attachment and the offeror must also provide the phone number and email address of the person who is to receive the file. The file will then be provided by the procurement officer to an offeror via a secure file transfer site or other method.

The procurement officer will not provide the file until receipt of the completed and signed intent to propose and non-disclosure agreement. The state reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to the file, and any proposal submitted from an offeror that does not already have a signed NDA will be considered non-responsive.

SEC. 3.07 HIPAA AND HITECH INFORMATION SECURITY AGREEMENT (ISA)

To further ensure the State meets its legal obligations regarding Protected Health Information, the contractor shall, at all times, meet all requirements set forth in the HIPAA and Health Information Technology for Economic and Clinical Health Act (HITECH) Information Security Agreement (ISA), attached with this RFP as Appendix E – Information Security Agreement (ISA). This ISA will be included in the fully executed contract.

For DOH IT Security purposes, any conflict between these requirements and the BAA, the ISA supersedes the BAA.

SEC. 3.08 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided as Submittal Form K. The offeror must complete this form in accordance with the provided instructions; space is provided to provide both choose a response (see the drop-down list) and provide further explanation.

Note that in some cases, certain initial elements of the HIPAA Security Assessment indicated in Section 3.04 may be completed during the negotiation phase based on the offeror's response to these contractual requirements.

SEC. 3.09 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 24, 2025 for approximately 2 years for the initial term, with 2 two-year optional renewals totaling approximately 6 years if all renewals options are executed until completion, approximately September 30, 2031.

The approximate contract schedule is as follows:

TERM	FROM	TO
Initial term	Date Executed	September 30, 2027
Optional Renewal 1 of 2	October 1, 2027	September 30, 2029
Optional Renewal 2 of 2	October 1, 2029	September 30, 2031

Any extension of the contract beyond the exercised renewal options will be made upon mutual agreement between the State and the contractor and effected by 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 with the intent to cancel an extension at least 30 days before the desired date of cancellation.

SEC. 3.10 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.11 PAYMENT PROCEDURES

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

SEC. 3.12 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. 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.

For agreements over \$500,000, under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 3.13 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). The contractor may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>.

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

SEC. 3.14 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the contractor's location(s).

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for travel to Opioid Treatment Programs which may be necessary to ensure set-up within the central registry is successful. The state will reimburse contractor for actual costs in accordance with the State of Alaska's Travel Guidelines found in Alaska Administrative Manual ([AAM 60 Travel](#)).

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 offeror must also provide this information when completing the DOH IT Contractual Requirements Submittal Form.

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

SEC. 3.15 SUBCONTRACTORS

Subcontractors will be allowed. Offerors may engage subcontractors to fulfill project objectives, provided they adhere to all compliance, security, and reporting requirements. Proposals must clearly identify any subcontractors and their roles in the project. 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 be considered in determining whether the offeror meets the requirements set forth in Submittal Form I – Mandatory Requirements. **Offerors must be specific in Submittal Form I as to which subcontractor(s) defined in Submittal Form K – Subcontractors they are citing to meet the specific requirement listed in Submittal Form I.**

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. 3.16 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.17 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. 3.18 F.O.B. POINT

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

SEC. 3.19 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. 3.20 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. 3.21 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. 3.22 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include the activities regarding Attachment 7 – Non-disclosure Agreement & Intent to Propose which also addresses the security assessment process.

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. 3.23 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. 3.24 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.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.25 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 or Appendix E, 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 and/or 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 links or marketing information in the proposal or it may be removed by the procurement officer prior to the proposals being sent to the proposal evaluation committee (PEC).

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 and organizational charts will not count toward the maximum page limit.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		N/A
Submittal Form B – Technical Approach and System Design	NO	10
Submittal Form C – Compliance and Security	NO	10
Submittal Form D – Functionality and Features	NO	10
Submittal Form E – Interoperability and Integration	NO	10
Submittal Form F – Implementation Plan and Timeline	NO	10
Submittal Form G – Training and Support	NO	10
Submittal Form H – Experience and Qualifications	NO	10
Submittal Form I – Mandatory Requirements		N/A
Submittal Form J – IT Contractual Requirements		N/A
Submittal Form K – Subcontractors		N/A
Submittal Form L – 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 TECHNICAL APPROACH AND SYSTEM DESIGN (SUBMITTAL FORM B)

Offerors must provide a narrative that describes their technical approach and system design of the project and how it meets 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. 4.05 COMPLIANCE AND SECURITY (SUBMITTAL FORM C)

Offerors must provide details of how their solution meets or exceeds the state's needs for compliance and security as prescribed within 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).

SEC. 4.06 FUNCTIONALITY AND FEATURES (SUBMITTAL FORM D)

Offerors must provide detail that demonstrates the platform's functionality and features the system is capable of, and how it will serve to accomplish the work of this project and meets the needs of the state.

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 INTEROPERABILITY AND INTEGRATION (SUBMITTAL FORM E)

Offerors must provide details that demonstrates the interoperability and integration of the solution and how it 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. 4.08 IMPLEMENTATION PLAN AND TIMELINE (SUBMITTAL FORM F)

Offerors must provide details that lay out an implementation plan and the timeline and how it 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. 4.09 TRAINING AND SUPPORT (SUBMITTAL FORM G)

Offerors must provide details that lay out an implementation plan and the timeline and how it 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. 4.10 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM H)

Offerors must provide detail on their specific experience in:

- Technical and system development that includes:
 - Centralized Database Design & Management
 - Integration with External Systems – Experience linking with state PDMPs, electronic health records (EHRs), billing systems, and other government databases.
 - Data Security & Compliance – Demonstrated understanding and implementation of HIPAA, 42 CFR Part 2, and other relevant data privacy regulations.
 - Real-Time Data Processing – Capability to handle live queries and prevent duplicate patient enrollments across multiple providers.
 - User Interface/User Experience (UI/UX) – Development of intuitive, role-based dashboards for providers, administrators, and regulators.
- Subject-matter expertise in behavioral health and substance use disorder treatment, regulatory reporting, public health registry management, or other compliance-driven registries.
- Security and Compliance including data encryption and audit and monitoring capabilities.
- Project management involving scalable architecture, training and technical assistance of stakeholders, and proving ongoing support and maintenance.
- Collaboration and stakeholder engagement including with government partners, engaging with providers, and understanding community particularly in relation to the stigma around methadone.

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. Moreover, primary project manager and/or majority of staff should have credentials/certifications entailing Health IT or security standards like HITRUST, SOC 2, or ISO/IEC 27001.

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. Resumes and organizational charts will not count toward the maximum page limit.

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. 4.11 MANDATORY REQUIREMENTS (SUBMITTAL FORM I)

Offerors must complete and submit this Submittal Form.

SEC. 4.12 DOH IT CONTRACTUAL REQUIREMENTS (SUBMITTAL FORM J)

Offerors must complete and submit this Submittal Form.

SEC. 4.13 SUBCONTRACTORS (SUBMITTAL FORM K)

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

SEC. 4.14 COST PROPOSAL (SUBMITTAL FORM L)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract. 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) At the State’s option, it may elect to invite all Offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the three highest-ranking Offerors to demonstrate their proposed solution. See Section 5.11 Demonstration.
- 8) 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.
- 9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 10) 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 I)	

Qualifications Criteria		Weight
Technical Approach and System Design	(Submittal Form B)	100
Compliance and Security	(Submittal Form C)	75
Functionality and Features	(Submittal Form D)	75
Interoperability and Integration	(Submittal Form E)	75
Implementation Plan and Timeline	(Submittal Form F)	50
Training and Support	(Submittal Form G)	50
Experience and Qualifications	(Submittal Form H)	50
Demonstration		25
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form L)	400
Total		400

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:

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 TECHNICAL APPROACH AND SYSTEM DESIGN

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

- 1) How well does the vendor provide clarity and feasibility of the proposed system architecture?
- 2) In what ways does the vendor have the ability to support real-time patient look-up and data entry?
- 3) How well does the vendor describe scalability and adaptability to Alaska's rural and urban OTP sites?
- 4) How will the vendor support offline or low-bandwidth capabilities for remote access?
- 5) How well does the vendor describe system reliability and uptime assurances?

SEC. 5.05 COMPLIANCE AND SECURITY

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

- 1) How well does the vendor describe familiarity and adherence to relevant federal regulations, including: 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records) and HIPAA (Health Insurance Portability and Accountability Act), GDPR, and FISMA?
- 2) In what ways does the vendor identify data security features, including encryption, access controls, and audit logging?
- 3) How well does the vendor describe plans for secure user authentication and role-based access?
- 4) To what degree does the vendor understand and have a history with using standard security frameworks?
- 5) Did the offeror adequately understand that they must ensure data encryption and stateside data since State IT requires that data be encrypted in transit and in rest?
- 6) Did the offeror adequately understand that State IT requires that State data assets must be maintained in the United States and that data will not be held offshore?

SEC. 5.06 FUNCTIONALITY AND FEATURES

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

- 1) Has the vendor identified duplicate enrollment prevention features?
- 2) How well does the vendor describe patient medication and dosage tracking?
- 3) How well does the vendor demonstrate inter-facility transfer support?
- 4) How well does the vendor describe support for emergencies or disaster response?
- 5) In what ways did the vendor identify user-friendly interface and usability across various devices?

SEC. 5.07 INTEROPERABILITY AND INTEGRATION

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

- 1) How well does the vendor demonstrate compatibility with existing OTP electronic health records (EHRs), PDMPs, and state data systems?
- 2) How well does the vendor describe the ability to exchange data with tribal health and correctional systems (if authorized)?
- 3) How well does the vendor demonstrate use of standardized data formats and APIs for future integration?

SEC. 5.08 IMPLEMENTATION PLAN AND TIMELINE

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

- 1) How well does the vendor demonstrate a realistic and detailed implementation schedule?
- 2) Has the vendor identified milestones for development, testing, training, and go-live?
- 3) How well did the vendor identify project risks and mitigation strategies?
- 4) Has the vendor identified Inclusion of user testing and feedback phases?

SEC. 5.09 TRAINING AND SUPPORT

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

- 1) Has the vendor provided an outline of a comprehensive training plan for OTP staff and state personnel?
- 2) Does the vendor demonstrate availability of technical support during and after implementation?
- 3) In what ways does the vendor demonstrate ongoing user support, helpdesk, and documentation?

SEC. 5.10 EXPERIENCE AND QUALIFICATIONS

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

- 1) Has the vendor identified previous experience implementing similar systems (OTP registries, health registries, etc.)?
- 2) How well does the vendor demonstrate knowledge of Alaska's geographic, public health, and data infrastructure landscape?
- 3) Has the vendor identified relevant references and case studies?
- 4) To what extent did the vendor describe their ability to manage structured data, support analytics, ensure data integrity, and provide reporting functionalities?

SEC. 5.11 DEMONSTRATION

This portion of the Offeror's proposal will be evaluated against the following:

Demonstrations

At the State's option, it may elect to invite all Offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the three highest-ranking Offerors to demonstrate their proposed solution. After the technical evaluation, the State may invite up to three Offerors with the highest technical scores to demonstrate their systems, in accordance with the requirements below. The State may increase or decrease the number of invited Offerors based on a natural break in technical scoring or on the competitiveness of the technical proposals. If an Offeror

is proposing to customize a system, the Offeror may demonstrate a system it has previously built and discuss the configurations and customizations that would need to be made.

Demonstration Requirements

Invited Offerors must provide a demonstration to the evaluation team with a maximum time allotment of one (1) hour. The demonstration will be conducted online and must provide a detailed enough overview to allow the evaluation team to confirm the capabilities and evaluate the quality of the system. DBH will develop scenarios and provide these scenarios to the Offerors in their invitation to the demonstration. The Offerors will demonstrate their response to the scenarios utilizing their solution or explain how their solution would process the scenarios if their solution requires modifications.

The demonstration may include:

1. Opening & Context

- Team Introductions
- Solution Overview
- Alignment with RFP Goals

2. Core System Functionality

- Client Intake & Registration
- Eligibility & Enrollment
- Record Lookup & Retrieval
- Data Entry & Updates
- User Roles & Permissions
- Reporting & Analytics

3. Compliance & Security Features

- HIPAA / 42 CFR Part 2 adherence
- Audit Trails
- Data Privacy Controls

4. Interoperability & Technical Capabilities

- Integration with State Systems/EHRs
- Data Import/Export processes.
- Real-time exchange with prescription monitoring programs, Medicaid systems, or HIEs.

5. Usability & User Experience

- Interface demonstration for different roles (provider vs. administrator).
- Mobile / web access if available.
- Accessibility compliance (508/ADA standards).

6. Implementation & Support

- Training features
- Ongoing support
- System configuration options for state-specific rules or policies.

7. Q&A / Committee Requests

SEC. 5.12 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.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 COST REASONABLENESS

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

- a) If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state may proceed to invite the highest ranked offeror to contract negotiations.

- b) 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. 5.19 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest or second highest ranked proposal. The intent of negotiations is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. It is also to allow the state to do the same, including the offeror's response to the DOT IT Contractual Requirements.

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. The state reserves the right at its sole discretion to negotiate with the potential best-value offeror during the negotiation period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals.

An invitation to the negotiation period does not constitute a legally binding offer to enter into a contract on the part of the state or the offeror. If at any time during the negotiation period, if the state is not satisfied with the progress being made by the selected offeror, or if the offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- 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 initially selected offeror and commence negotiations with an alternative offeror.

SEC. 5.20 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 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. 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. 6.04 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 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. 6.05 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 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. 6.12 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.13 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. 6.14 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.15, 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. 6.18 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP Section 5.15, 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. 6.19 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 tariff, 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 to the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.20 PROTEST

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

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

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

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

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

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

- 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

- 1) Submittal Forms A – H
- 2) Submittal Form I – J
- 3) Submittal Form K – IT Contractual Requirements
- 4) Submittal Form L – Cost Proposal
- 5) Standard Agreement Form - Appendix A
- 6) HIPAA BAA / ISA
- 7) Non-Disclosure Agreement and Intent to Propose