

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ALASKA CRISIS CONTACT CENTER RFP 2025-1600-0279

ISSUED DECEMBER 2, 2025 (UPDATED 1/30/2026)

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

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF BEHAVIORAL HEALTH

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

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

### SEC. 1.02 BUDGET

DBH estimates a maximum budget of \$3.2 million per year over the 5 years for this contract. Proposals priced at more than \$3.2 million for any given year and a total of \$16,000,000.00 for the entire life of the contract will be considered non-responsive. The state expects offerors to be as competitive as possible with their proposed costs.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on February 6, 2026. 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 E – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification and the proposal will be rejected.

### SEC. 1.05 REQUIRED REVIEW

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

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer 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](mailto:doh.procurement.proposals@alaska.gov) as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it well 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		December 2, 2025
Deadline to Submit Questions		January 23, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	February 6, 2026
Proposal Evaluations Start		Week of February 9, 2026
Interviews and Demonstrations Complete		Week of March 9, 2026
Notice of Intent to Award		Week of March 9, 2026
Contract Issued		March 19, 2026

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health, or the Commissioner's designee. Upon written notice to the

contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### **SEC. 1.12 ALTERNATE PROPOSALS**

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

#### **SEC. 1.13 NEWS RELEASES**

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

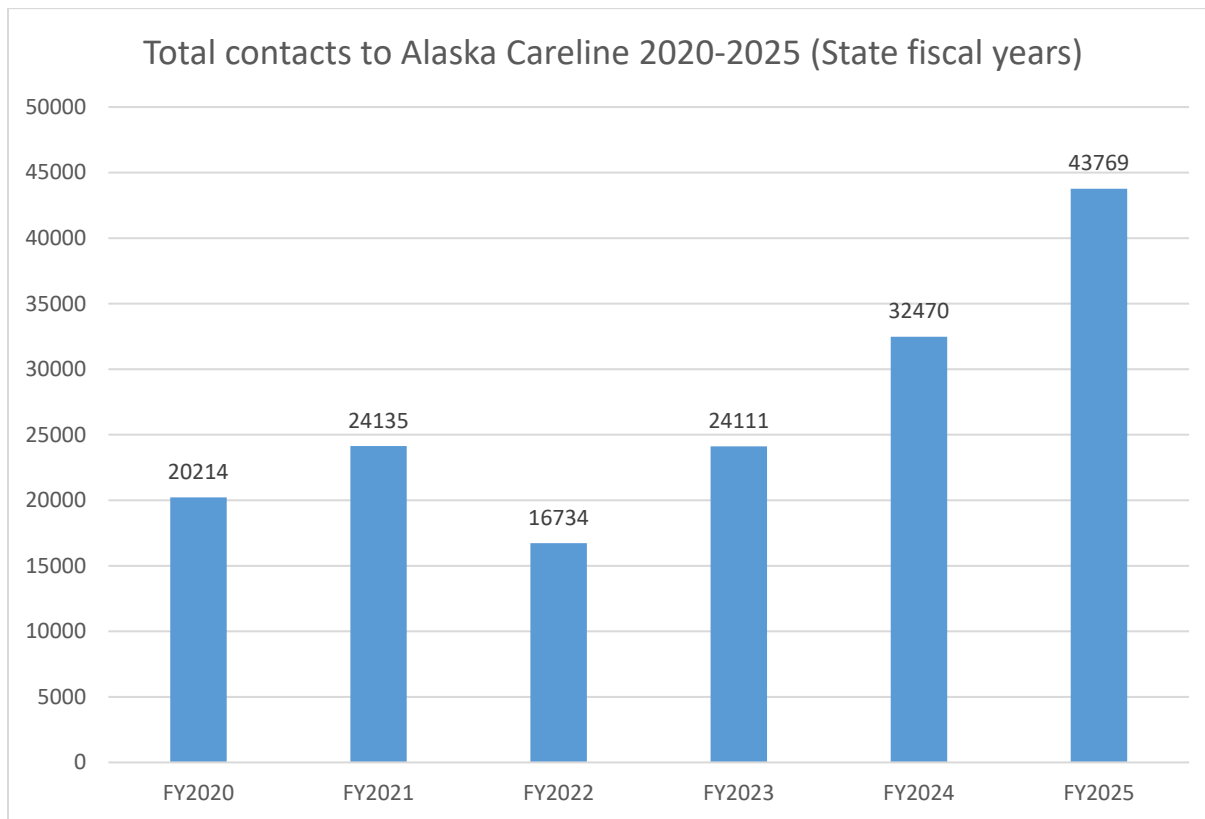
## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska is seeking to establish a statewide support hotline for suicide prevention and crisis intervention. A fully operational Crisis Contact Center is an important component of the crisis continuum of care and provides a service that reduces the usage of higher levels and more costly care. Alaska’s Crisis Contact Center currently provides 24/7/365 statewide coverage and answers calls that are directly dialed (1-877-266-HELP - Alaska’s in-state crisis line) and calls from Alaska that are routed through the national Suicide and Crisis Lifeline (988). The Crisis Contact Center needs to provide crisis intervention for individuals considering suicide or experiencing a crisis, isolation, and depression. It must also support Alaskans who need someone to talk to and survivors of suicide through ongoing support, crisis intervention, education, and referral.

The tables below provide the following information:

- 1) Contacts answered by the current contractor from fiscal year 2020-2025.
- 2) KPIs from November 2024 – November 2025 for 988 contacts routed to the current contractor.



The current date range selection includes records from 11/17/2024 through 11/18/2025.

			Nov ..	Dec ..	Jan ..	Feb ..	Mar ..	Apr ..	May ..	Jun ..	Jul 25	Aug ..	Sep ..	Oct ..	Nov ..	
Careline Crisis Services, Inc.	988 Lifeline Local	Call	Routed to Center	813	1,716	1,951	1,928	1,720	1,786	1,779	1,742	1,463	1,752	2,031	1,846	990
		Answered by Center	649	1,317	1,561	1,383	1,345	1,351	1,372	1,382	1,092	1,328	1,487	1,389	798	
		Center Answer Rate	79.8%	76.7%	80.0%	71.7%	78.2%	75.6%	77.1%	79.3%	74.6%	75.8%	73.2%	75.2%	80.6%	
		Abandoned at Center	68	182	180	333	328	384	353	324	339	141	154	165	85	
		Flowout from Center	96	217	210	212	47	51	54	36	32	283	390	292	107	
		Avg. Speed to Answ..	18.2	19.7	19.0	17.3	17.8	18.0	18.5	18.0	18.7	19.9	19.7	19.4	18.2	
		Avg. Talk Time (Min)	15.8	16.2	15.1	13.6	14.0	14.2	14.8	15.4	15.1	15.2	14.7	15.2	14.5	
Careline Crisis Services, Inc.	988 Lifeline Local	Chat	Answered by Center			2	2	2	6	17	8	17	16	32	23	27
		Avg. Talk Time (Min)			23.9	8.3	11.4	12.6	23.6	17.3	18.1	30.0	24.4	12.7	20.1	
		Text	Answered by Center	8	15	13	13	14	15	36	23	29	109	152	142	90
		Avg. Talk Time (Min)	31.2	41.2	37.8	41.9	35.8	39.0	35.3	30.5	54.3	47.5	43.8	35.3	37.0	

**SEC. 2.02 STRENGTHS AND OPPORTUNITIES**

**(A) STRENGTHS**

- i. Currently, Alaska’s existing Crisis Contact Center receives over 30,000 calls per year and is staffed 24/7/365. In the last 5 years, the contact center has served at least 38,000 discrete individuals (many calls are from regular clients) and received more than 115,000 calls in total. Every year since 2015 there are over 1000 (2,772 in FY24) calls from adolescents between the ages of 15-24, an age group among which suicide was the leading overall cause of death in Alaska. In addition to the high rates of suicide across all age groups, Alaska faces further challenges in the implementation and delivery of behavioral health services. Outside of the three largest cities (Anchorage, Fairbanks, and Juneau), all of Alaska’s boroughs/census areas are considered frontier by the state, with access to behavioral health services often only possible by boat, plane, or telehealth. Many of these rural communities experience significant health disparities, are historically underserved, and have populations that are majority Alaska Native who suffer disproportionately from death by suicide. The contact center provides accessible crisis intervention for individuals considering suicide or experiencing a crisis, isolation, and depression. The contact center also offers support to Alaskans who need someone to talk to and survivors of suicide through ongoing support, crisis intervention, education, and referral.
- ii. Like crisis contact centers across the nation, the Alaska Crisis Contact Center faces the challenges of staffing shortages. However, the contact center has responded to this challenge by opening a new satellite facility located in Wasilla, Alaska. This allowed the contact center to expand into a larger workforce and increase its capacity to recruit and retain staff, dedicate staff to 988 chat and text services, improve crisis call follow-up and referrals, and partner with mobile crisis teams. Access to a larger workforce also improves the contact center’s coordination with Tribal Health Organizations by adding a tribal liaison position dedicated to collaborating with our tribal partners.

**(B) OPPORTUNITIES**

A fully operational contact center will:

- i. Provide high quality dependable mental health crisis contact services for individuals directly calling the statewide number, 988 or being otherwise routed to the contact center, as well text and chat services 24 hours per day, 7 days per week, 365 days per year.

- ii. Implement a business and staffing plan that focuses on increasing 988 Lifeline answer rates to 85% within the first year of the contract, with the goal to maintain or increase this answer rate for the duration of the contract, aligning Alaska with national benchmarks for crisis call answer rates.
- iii. Partner with the DOH during implementation of any technological platform solution, including testing, development, meeting technology requirements, etc. for requirements of a future 988 IT solution for Alaska that dispatches tech-enabled mobile crisis teams, supports scheduling follow up appointments with providers, and provides access to real-time data on available crisis treatment.
- iv. Engage with national 988 contractors to stay informed of funding opportunities, provide greater coordination of care options, support improvement of geo-routing capabilities, and optimize and support services that ensure access and inclusion for all Alaskans.

### SEC. 2.03 EXISTING CHALLENGES

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

- i. Engagement with law enforcement throughout Alaska to create understanding of the Substance Abuse and Mental Health Services Administration (SAMHSA) 2025 National Guidelines for Behavioral Health Coordinated Systems of Crisis Care (Someone to Call, Someone to Respond, and A Safe Place for Help) and build trust between organizations to effectively collaborate within the crisis continuum.
- ii. Maintaining an overall answer rate of 85% for calls, texts, and chats routed to the contact center from 988 Lifeline as reported in the monthly broad state metrics report from the 988 Network Administrator.
- iii. Meeting workforce challenges to recruit and retain the specialist positions of Tribal Liaison and Follow Up Specialist to develop responsive programs that ensure effective crisis care coordination.
- iv. Diversity of Alaska creates difficulty providing materials and meeting the service and linguistical needs of all cultures represented in Alaska.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

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

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

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

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

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

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

#### 1. **Staffing:**

- a) Provide adequate staffing to cover a suicide prevention and emotional crisis intervention hotline, including chat and text, 24 hours a day, 7 days a week, 365 days a year. Based on call volume, and as funding allows, the contractor must provide coverage to meet caller needs and minimize the number of calls that are diverted to or rolled over to other contact center providers. It is critical that when a person takes the step to call for help, that help is immediately available.
- b) Staffing must include a well-organized on-call schedule to ensure additional relief staff are available as needed, in particular between the hours of 4pm and 12am, when call or text volume is especially heavy.
- c) Staffing must utilize an interdisciplinary team, including those trained to address child and adolescent-specific behavioral health needs.
- d) Provide training for all staff, including on-call, peer support specialists and relief staff, according to established and emerging best practices as defined by the accrediting agency.

- e) All staff shall be trained in crisis intervention, screening and general risk assessment, phone counseling techniques, secondary trauma, and the referral process. Training should also be provided consistently with the 988 Lifeline Suicide Safety Policy and the 988 Lifeline Safety Assessment Model. The minimum training includes completion of all 988 Lifeline Core Clinical Training Courses, and the completion of a designated number and type of live role plays reflecting the type of information and care that staff will be expected to provide. For additional information about the 988 Lifeline, please see [SAMHSA's 988 Suicide & Crisis Lifeline](#) site. Ongoing continuing education and professional development must be provided as needed to keep skills current.
- f) Staff will receive crisis training such as de-escalation strategies that are specific to young people and family members who may be present, an understanding of mandatory reporting requirements in cases of child abuse and neglect, typical milestones and how they may present during a crisis, assessment of family stems strengths and challenges, and specific stressors and concerns that are important for children and adolescents. Staff should also be trained in how to provide support to third-party youth callers who may seek help on behalf of a family member or peer.
- g) Staff will receive culturally responsive training developed by local tribal entities and educators as part of onboarding and on a regular, continuous basis to better understand the challenges and resiliencies unique to Indigenous People in Alaska. To the best of their ability, contact center leadership will ensure that a variety of trainings representing the regional, linguistic, and cultural diversity of Alaska Native people are offered to their staff.
- h) Staff must have quality, well-trained supervisory staff available for guidance, debriefing, and for personal self-care as staff are dealing with difficult situations on a daily basis. A minimum of two (2) hours (2-4 recommended) of staff supervision is required per month. Clinical supervision and consultation shall be available and utilized by supervisors and staff of the program.
- i) The Crisis Contact Center must hire or assign a Tribal Liaison position dedicated to collaborating with tribal partners to facilitate training for contact center employees, support increased community engagement and input, and develop recommendations on improving 988's linguistic and cultural capacity.
- j) The Crisis Contact Center must hire or assign a Follow-Up Specialist who will focus specifically on referrals and follow-up to ensure that client referrals from the Crisis Contact Center are connected to the services needed. This position will coordinate with mobile crisis team partners to accept referrals to provide extended follow-up suicide screening and support to at-risk Alaskans. This position must also engage with local community providers with the goal of establishing same day appointment opportunities for individuals (including children and adolescents) in crisis.
- k) The Crisis Contact Center must hire or assign a full-time Aftercare Specialist to support linkage to care for youth and young adults in their home communities, or telehealth options available to them. Services will include following up with participating hospitals, acute care, or inpatient facilities and youth who opt in follow-up care after utilizing the crisis line services.
- l) Hire or assign staff to maintain a system of follow-up contact, such as Caring Contacts, to all youth who access the contact center presenting with a crisis component and/or with identified suicide risk.

**2. Policies, Procedures, & Reporting:**

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

- a) The contractor must develop and finalize a minimum of three Memorandum of Agreements (MOAs) per year between the Crisis Contact Center and 911 Public Safety Answering Points (PSAPs) to collaborate the sharing of standardized materials, policies and procedures, and training.
- b) Within two years after contact award, the contractor must coordinate with state partners to develop a procedure allowing the Crisis Contact Center to be notified of a suicide death.
- c) The contractor must provide and maintain on file a copy of the program's most updated Policy and Procedures Manual that specifies training requirements and protocols for suicide risk assessment standards, helping callers at imminent risk of suicide, dispatching emergency and/or mobile crisis response services, providing follow-up contacts, and making linkages to local community resources, including local mental health resources. In addition, the written policies and procedures must include:
  - i. Training requirements and continuing education policies/plans for contact center staff.
  - ii. Secondary trauma therapeutic support policies for contact center staff.
  - iii. Supervisory policies including clinical consultation.
  - iv. The contractor must comply with requirement of the national 988 Suicide and Crisis Lifeline network administrator (currently Vibrant Emotional Health) network agreements.

**3. Technology System Requirements (required at the time of contract):****Crisis Contact Center Platform Requirements**

- a) Toll-free phone line system with an adequate number of phone lines and technology to maximize staff performance and contact center operations. The system used must allow the contact center to track and monitor calls received, and provide a mechanism for roll-over calls, which may include a back-up contact center. The system must support calls to/from the national 988 platform.
- b) Removed.
- c) A technological platform that is available 24/7 and allows contact center counselors to receive and respond to messages sent to 988 via text and chat. It must effectively collaborate with state or national vendors to ensure operability and continuity of chat and texting services.
- d) Development and maintenance of an app that can be downloaded to a mobile device or tablet designed specifically to provide access to the Crisis Contact Center, and other resources to support crisis intervention needs.
- e) A dedicated backline available 24/7 to PSAPs that allows for the direct transfer and warm handoff of mental health calls to the Crisis Contact Center from 911 dispatchers.

- f) An application that can be downloaded to a mobile device or tablet designed specifically to provide access to the Crisis Contact Center, and other resources to support crisis intervention needs.
- g) A website with basic information about the Crisis Contact Center such as statewide programs offered, how to access services, business contacts, employment opportunities, and the data analytics dashboard (when available).

#### **Maintenance and Operations**

- a) Meet as needed with telecommunications business to ensure crisis call line services are functioning efficiently and as needed.
- b) Work collaboratively with future 988 Suicide and Crisis Lifeline IT solutions vendors and identified system.
- c) Must ensure any 988 integrated technological platform operated by the contractor complies with all State of Alaska standards of compatibility, security, and other requirements identified by Information Technology staff.
- d) Allow and facilitate DBH contract management staff access to the contact center’s client management system (i.e. iCarol) for the purposes of research and data queries.

#### **4. Technology System Requirements (required within 12-18 months of contract award):**

##### **Crisis Contact Center Mobile Crisis Dispatch**

This deliverable is due within the extended 12–18-month timelines as the State of Alaska recognizes this is outside the scope of current practice within Alaska and will require partnership with 911 PSAPs to fully transition Mobile Crisis Team (MCT) dispatching from the contact center. The Division of Behavioral Health agrees to assist the vendor, where needed, to support this transition.

- a) Provide a platform to dispatch mobile crisis response teams in operation throughout Alaska consisting of but not limited to the following elements.
  - i. **Call Processing** — A dispatcher is connected to a help-seeker and obtains their location and phone number.
  - ii. **Call Triage** — The dispatcher assesses the help-seeker’s status and determines which type of MCT is required.
  - iii. **Resource Assignment** — The dispatcher locates the appropriate MCT(s) and assigns them to the incident.
  - iv. **Incident Monitoring** — After the appropriate MCT has been assigned, the dispatcher maintains communication with the help-seeker and follows the progress of the MCT(s) using GPS-enabled tracking, text/audio chat groups, and safety alerts and check-ins.
  - v. **Travel to Scene** — The MCT confirms they are en route and receives additional information from the dispatcher as it becomes available.
  - vi. **Telephonic Triage** — The MCT connects with the help-seeker prior to in-person engagement to gather more information and develop a plan.
  - vii. **Assess Scene** — Once at the incident location, the MCT assess the situation, determines need for additional resources and engages with the person in crisis.

- viii. **Engagement/Assessment/Intervention** — The MCT engages with the help-seeker, assesses their needs and resources, delivers brief interventions and facilitates connection to services and resources.
- ix. **Transport to Facility-based Care** — If required, the MCT may provide transport to a dedicated facility for additional services,
- x. **Warm Hand-Off** — Upon arrival, the MCT will provide a detailed report of the engagement to the clinical care providers,
- xi. **Incident Completion** — After the MCT’s involvement has concluded, they inform the Dispatcher that they are finished and can return to service.,
- xii. **Data Collection** – Data metric information will be captured based on the outcomes of the call consistent with dashboard reporting requirements (see Data Analytics Dashboard above).

#### **Integration with the statewide Health Information Exchange (currently Alaska healthEconnect)**

The Crisis Contact Center shall establish technical and operational integration with the Statewide Health Information Exchange (HIE) to support the following capabilities:

- a) Bidirectional exchange of client health data using standard protocols. This may include data such as demographics, encounter information, suicide risk assessments, safety and care plans, and referral information.
- b) Data Privacy and Security. All data exchanges shall comply with applicable HIPAA, 42 CFR Part 2, and state privacy laws.

#### **5. Data Analytics Dashboard (required withing 6-9 months of contract award)**

Maintain a web-based real-time analytics dashboard, which can be used to track user engagement, utilization, and referral patterns at the state level and at each member organization to improve access to treatment services. Dashboard will display customized (according to State’s requirements), aggregated, and de-identified reporting available in a readable format to include:

- a) Total call and text volume (by month)
- b) Answer/Response rate (by month)
- c) Average Speed of Answer (by month)
- d) Top 5-10 Reasons for the Contact (by month)
- e) Crisis Contact Volume by Month (six-month timeframe back from present)
- f) Mobile Crisis Team dispatch volume by month (six-month timeframe back from present) Manual data collection from mobile crisis and mobile integrated health teams will be required if the Crisis Contact Center system is not dispatching mobile crisis.

#### **Data & Reporting:**

Submit reports to the DBH Project Director within 30 days of the end of each state fiscal year quarter. Reports must supply, at minimum, the following:

- a) Call, text and chat data report from the statewide contact center, 988, and contractual contact lines (if applicable) including:

- i. Call volume to include demographics,
  - ii. Answer rate,
  - iii. Total contacts (to include new contacts, individuals who have called before and those who have never called),
  - iv. Number of referrals for service,
  - v. Average speed to answer,
  - vi. Average length of call,
  - vii. Call abandonment rate,
  - viii. Call times (ie. Daytime, Evening and Overnight),
  - ix. % of calls resolved by Contact center,
  - x. % of calls dispatched to Mobile Crisis Response or Mobile Integrated Health,
  - xi. % of calls referred to law enforcement (not for dispatching purposes),
  - xii. Presenting issues differentiated between 10-24 and 25≥,
  - xiii. Geographic distribution of contacts from Northern, Southwest, Southcentral, and Southeast Alaska, (within 6-12 months of contract execution),
  - xiv. Demographic information to potentially leverage Medicaid billing, and
  - xv. Additional data requested by DBH program manager.
- b) A performance improvement plan if the answer rate is below the national identified best practice standard.
  - c) A quarterly narrative report outlining progress on deliverables, common issues, challenges, identified needs and types of supervision most often required or provided to staff.
  - d) Notification of any additions or upgrades to any systems, policies, or procedures.
  - e) Participate with DBH in data collection, monitoring, evaluation, and analysis of call data to identify trends to help improve both performance and effectiveness. Provide other data as requested.
  - f) Within one year after contract award, the contractor will develop a comprehensive Quality Assurance Plan (QAP) to review critical incidents and establish protocols. The contractor will coordinate with the DBH Project Director on review and approval of the plan before it is finalized. The project director may require the QAP to be reviewed and updated periodically.
  - g) The contractor will provide an evaluation of the contact center services on a quarterly basis. Evaluation criteria will be developed with the DBH Program Manager and may include:

- i. Service accessibility performance/trend analysis (variations in call volume and crisis severity, any staffing or organization matters contributing to trends or performance, any unforeseen events such as natural disasters, acts of terrorism, high-profile suicides, or prominent events which could have contributed to the variations,
  - ii. Aggregate of offered vs. answered interactions by agents within queues,
  - iii. Frequency of questions or concerns resolved on the first contact,
  - iv. Amount of time crisis counselors spent interacting with help seekers,
  - v. Performance statistics for crisis counselors within the center such as the number of interactions, talk time, and time spent in various statuses, and
  - vi. Staff turnover rate.
- h) Report describing current status of connections between the offeror (Crisis Contact Center) and mobile crisis teams /mobile integrated health services in Alaska. This can include past or present collaborations (when applicable), history of communication with regional teams (if any), and/or a strategy to implement coordination with these services as they become available.

#### **Advisory & Outreach**

Participate and partner with statewide advisory boards and entities including the Alaska Mental Health Trust Authority and the Statewide Suicide Prevention Council. Participation shall include community outreach, public education and media campaigns to provide clear and regular communications to the Alaska public about:

- a) How to access the contact center, and the 988-crisis line,
- b) What services are provided by the contact center (free 24/7 crisis counseling via call/text/chat, referrals to resources, follow-up programs, etc.),
- c) State and local suicide prevention and crisis intervention resources, and
- d) Partnerships with other agencies that enhance service delivery, such as the statewide health information exchange or resource database.
- e) Explore opportunities in partnership with DBH to make the program culturally responsive and to ensure services are available and accessible to all Alaskans, without regard to limited or no English proficiency, live in rural remote communities, lack access to services, or other special populations i.e. military service or Veteran, LGBTQ, Alaska Native teen, or elder.
- f) Develop a Memorandum of Agreement opportunities with the Department of Corrections (DOC) to consider inmate access to 988 and/or a statewide call center number when they are experiencing a mental health crisis and develop a protocol to ensure DOC, Division of Health and Rehabilitative Services is notified of an inmate's call in order to facilitate continued mental health support within the carceral setting in an effort to reduce injury or self-harm. Explore opportunities to develop Memorandum of Agreement (MOA) to partner with community resources to develop a clear partnership for local referrals, support, and treatment, as needed and as available. These MOAs should include items such as clear process for transferring calls as-needed, specific referrals, follow-up.

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

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

### SEC. 3.02 SERVICE LEVEL AGREEMENT AND REMEDIES FOR NON-PERFORMANCE

The contractor must consistently meet or exceed the Service Level Agreement (SLA) requirements outlined in Attachment 05 Service Level Agreements (SLAs). Each SLA topic establishes the performance standards expected by the State in a particular area and implications of meeting versus failing to meet the SLAs, as applicable.

SLAs and associated Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during the life of the Contract to align with changes in services. The State will work with the contractor to return to the required service levels when SLAs are impacted due to circumstances beyond the control of the contractor.

### SEC. 3.03 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 security assessment. **This process and the information that will be required from the contractor is detailed in the 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 (ATO) from the Security Assessor prior to being 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.**

This security assessment may also be performed every three years during the contract. All contractor costs for the security assessment must be included in the offeror's cost proposal. Those costs will be paid only upon completion of the security assessment and issuance of the ATO from the Security Assessor.

### SEC. 3.04 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

Offerors are strongly encouraged to obtain the NIST CSF Assessment Questions List indicated in the previous RFP section prior to submitting their proposal, as it is intended to further determine the level of effort and cost for the

security assessment. **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 the offeror.

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. **The state is not responsible for an offeror's failure to obtain the NIST CSF Assessment Questions List; the total costs identified for the security assessment on the offeror's cost proposal shall be the total costs paid by the state. No additional charges shall be allowed.**

### SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for one year, with four one-year renewal options to be exercised at the sole discretion of the state.

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

### SEC. 3.06 CONTRACT TYPE

This contract is a firm fixed price contract.

### SEC. 3.07 CONTRACT PAYMENT

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.

No payments will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency

### SEC. 3.08 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors to 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. 3.09 LOCATION OF WORK

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

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

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

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

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

### SEC. 3.10 SUBCONTRACTORS

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

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

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

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

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

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

### SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.12 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. 3.13 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. 3.14 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. 3.15 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 with 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. 3.16 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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 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. 3.17 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. 3.18 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

### SEC. 3.19 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 F, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

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

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any 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 requirements for page limits below.

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>10</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D– Implementation and Management Plan for the Project</b>	<b>10</b>
Submittal Form E – Mandatory Requirements	N/A
Submittal Form F – Subcontractors	N/A
Submittal Form G – 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 be non-responsive and rejected.

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

Offerors must demonstrate their experience and qualifications as they apply to this RFP.

The contact center must be accredited by a recognized accrediting entity for crisis contact centers. Additionally, the center must maintain active membership with the Suicide and Crisis Lifeline Network, align with its operational standards, and have written policies and procedures that reflect best practices and govern agency operations.

Offerors must utilize a telephone and text/chat platform with a data system capable of tracking and monitoring all communications, with a mechanism in place for roll-over calls and texts to ensure seamless service delivery. Adequate clinical supervision and consultation must be available for both supervisors and staff involved in the program.

Offerors are required to provide detailed information on their specific experience managing a crisis contact center that delivers uninterrupted, toll-free 24/7/365 support via hotline, text, and chat, including services aligned with the 988 Suicide and Crisis Lifeline. They must also describe in detail the technology systems used to support these services, particularly how the systems enable call and text tracking, monitoring, and roll-over functionality.

In addition, offerors must outline the qualifications and relevant experience of the primary project manager and the broader project team, as identified in Submittal Form A. This includes demonstrating expertise in the following areas:

General management of regional and/or national crisis contact centers

Operation and maintenance of 24/7 crisis hotlines

Familiarity with 988 Suicide and Crisis Lifeline services and associated technologies

Implementation of regional and/or national crisis text and chat services

Integration of 988 services into existing crisis contact center operations

Finally, offerors must provide a clear description of the organizational structure of the project team, identifying the individuals responsible and accountable for each component of the scope of work and deliverables outlined in the RFP.

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

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

Offerors must provide details that demonstrate their understanding of the requirements of the project and how to meet the state's needs. This detail must include how they meet all the requirements and can complete the scope of work and deliverables as outlined in RFP Section 3.01.

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

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

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

This must include the following:

- A long-term strategy to recruit and retain the personnel needed to achieve and maintain an answer rate of at least 85 percent of total calls, texts, and chats routed from the 988 Lifeline and the local toll-free line as reflected in the monthly metrics report from the 988 Network and the center's quarterly report.
- A plan to identify and address gaps and challenges in communication and coordination between the Crisis Contact Center and 911 structures across Alaska and a workplan for system improvement.
- Summary of current engagement, or plan for engagement, with Tribal Health Organizations and other tribal leaders statewide that demonstrates active efforts to ensure crisis contact center services are provided to tribal citizens and includes a plan to address unmet needs related to language, communication, and Crisis Contact Center staff education and training.
- Description of efforts to be used to ensure connections between the 988 Lifeline crisis center and mobile crisis teams/mobile integrated health teams and an integration plan with these services as they become available.
- Proposed plan to develop capacity for receiving referral outcomes for clients after they contact the Crisis Contact Center, including individuals in imminent danger and individuals referred to mobile crisis support or crisis stabilization.
- Description of crisis contact center protocols for data collection and management, quality assurance measures, data reporting, and identification and review of critical incidents.
- Proposed plan for outreach and public education engagement that includes anticipated use of social media and participation in community events.

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

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

**SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)**

Offerors must complete and submit this Submittal Form.

**SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

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

**SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including but not limited to implementation costs, contractor employee costs, overhead, applicable taxes and fees, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.07 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may prioritize the proposals, and the state may request interviews and demonstrations from the top-rated offerors.
- 9) The PEC will evaluate and score the interviews and demonstrations, and the procurement officer will compile the final scores.
- 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 E)		Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	125
Understanding of the Project	(Submittal Form C)	175
Implementation and Management Plan	(Submittal Form D)	250
Interviews and Demonstrations		150
Total		700

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	200
Total		200

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

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

Each PEC member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.06 and assign a single score of 1, 5, or 10, with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score. PEC members should start with a score of 5 for each section. The score may either increase or decrease depending on the offeror’s response for each section. As an example, if the Offeror provided responses over and above the evaluation criteria in a section, they would receive a score of 10. However, if the Offeror’s response fails to address all the criteria of a section or demonstrates some lack of understanding or competency as it relates to the criteria for that section, the Offeror would then receive a score of 1. Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

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

**Offeror 1** was awarded 75 points:

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

Combined PEC Score (30) x 2.5 = Points Awarded (75)

**Offeror 2** was awarded 50 points:

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

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

**Offeror 3** was awarded 100 points:

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

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

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

## SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be evaluated based on how well the offeror demonstrates their understanding of the project requirements in response to section 4.05 and how it meets the state’s needs.

## SEC. 5.06 IMPLEMENTATION AND MANAGEMENT PLAN

This portion of the offeror’s proposal will be evaluated based on:

1. How well the offeror demonstrates their implementation and management plan in response to section 4.06 and how it will serve to accomplish the work and meet the state’s needs.
2. What extent the offeror identified potential issues, risk, or problems they foresee with this project and how they will address them.

## SEC. 5.07 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% 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.**

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

**Offeror #3 receives 336.8 points.**

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

**SEC. 5.08 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. 5.09 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. 5.10 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 governments, 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. 5.11 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. 5.12 ALASKA OFFEROR PREFERENCE

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

### Example:

#### Step 1

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

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

#### Step 2

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

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

#### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

**SEC. 5.13 SHORTLISTING**

After proposals have been prioritized, the state may shortlist and have the top three highest ranking offerors participate in interviews and provide demonstrations. The state may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

**SEC. 5.14 INTERVIEWS AND DEMONSTRATIONS**

The interviews and demonstrations will be conducted remotely and concurrently via Microsoft Teams. The schedule will follow this format:

No.	Agenda Item	Time Allocated
1	State Introductions	Approximately 10 minutes
2	Interview Open Session	60 minutes maximum
3	Break	Approximately 15 minutes
4	Demonstration	90 minutes maximum

Introductions will be used solely for introducing State of Alaska members' names. The maximum time for the interviews is 60 minutes and the maximum time for the demonstration is 90 minutes. The state will strictly enforce these time limits.

During the Interview Open Session, the offeror will respond to the state's questions related to the offeror's proposal. Offerors will not be able to use or present slides, graphs, charts, or any other written presentation materials including handouts. Offerors must be prepared to answer questions about their proposal.

Selected offerors will provide a demonstration of their proposed solution for a crisis contact center platform. The demonstration must provide their system functionalities for the following processes:

1. Demonstration of any phone or web application and/or platform where individuals text or chat when seeking crisis intervention.
2. Demonstration of contract management staff display and functionality when accessing the system for the purposes of research and data queries.
3. Demonstration of real-time dashboard capabilities specific to contacts and outcomes as identified under the "Data Analytics Dashboard" section of the RFP.
4. Demonstration of mobile crisis dispatch platform functionality.
5. Demonstration and/or discussion of interoperability with other data sources such as state health systems, Medicaid systems, care coordination, and/or 211.

If selected to participate in an interview and provide a demonstration, the procurement officer will notify the offeror of the date and time these will be scheduled. The state anticipates giving a minimum one week's notice to the offerors selected for interviews and demonstrations.

**Interview:**

The interview will be with the primary project manager and the critical team members identified in Submittal Form A of the offeror's proposal. The state reserves the right to request additional personnel. All these personnel

must attend the interview, and no other individuals from the offeror's organization will be allowed to sit in or participate during the interview sessions. If any of these personnel fail to attend the interview, the offeror may be given a "1" score, which may jeopardize the offeror's competitiveness.

Because the state will strictly enforce the interview time limit, offerors must be prepared to start the interview on time and not include any information that doesn't directly apply to the scope of work outlined in the RFP. Interviews are expected to last 60 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. Interviewees are prohibited from making any reference to their proposed cost/fees.

Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews. The PEC will score each interview individually using the 1, 5, and 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

**Demonstration:**

The state will not be responsible for any technical issues or problems that may arise with the demonstration. An offeror will not be allocated additional time for the demonstration unless the technical issues are beyond the control of the offeror.

Because the state will strictly enforce the 90-minute time limit, offerors must be prepared to start the demonstration on time and not include any information in their demonstration that doesn't directly apply to the scope of work outlined in the RFP.

Demonstrations are prohibited from making any reference to their proposed cost/fees. The PEC will attend the demonstration and reserves the right to clarify or ask for follow-up questions. The PEC will score each demonstration individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

## SEC. 5.15 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. 5.16 CONTRACT NEGOTIATIONS

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

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner; or

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

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

## **SEC. 5.17 OFFEROR NOTIFICATION OF SELECTION**

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

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.02 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services. This form is attached with the RFP for your review. The contractor must comply with the Appendix A contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 6.03 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in IT-related 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 attachment 06 – Appendix F – BAA\_ISA.

Similar to Section 6.02, any request to change language in Section 1 of this document must be set out in the offeror’s proposal in a separate document. Any changes must be approved by the DOH Security Office and the Department of Law.

To further ensure the State meets its legal obligations regarding Protected Health Information and other confidential information, the BAA contains another section (Section 2) titled Department of Health HIPAA and HITECH Information Security Agreement (ISA). Note that ISA section is non-negotiable and if there is any conflict between the ISA section and the BAA section, the ISA prevails. Agreement with the ISA provisions is also required in order for the contractor pass the security assessment process indicated in Section 3.03.

### SEC. 6.04 QUALIFIED OFFERORS

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

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

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

### SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

### SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 6.07 HUMAN TRAFFICKING

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

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

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

## SEC. 6.08 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

## SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and

- c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.

The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

#### **SEC. 6.11 ASSIGNMENT**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

#### **SEC. 6.12 SEVERABILITY**

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

#### **SEC. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

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

#### **SEC. 6.14 SOLICITATION ADVERTISING**

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

#### **SEC. 6.15 SITE INSPECTION**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## SEC. 6.16 CLARIFICATION OF OFFERS

**Prior to the contract negotiation period detailed in RFP Section 5.16**, to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.17 DISCUSSIONS WITH OFFERORS

**Prior to the contract negotiation period detailed in RFP Section 5.16**, the state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## SEC. 6.18 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal tariff, excise tax, or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal 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. 6.19 PROTEST

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

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

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

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

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

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

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

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

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

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 01 – RFP 2025-1600-0279 Submittal Forms A – F
- 02 – RFP 2025-1600-0279 Submittal Form G – Cost Proposal
- 03 – Non-Disclosure Agreement and Intent to Propose
- 04 – Standard Agreement Form for Professional Services and Appendix A
- 05 – RFP 2025-1600-0279 Service Level Agreements (SLAs) and Remedies for Non-Performance
- 06 – Appendix F - BAA\_ISA