

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA'S TOBACCO QUIT LINE RFP 2025-1600-0271

ISSUED MAY 04, 2026

THE DEPARTMENT OF HEALTH, DIVISION OF PUBLIC HEALTH, IS SOLICITING PROPOSALS FROM QUALIFIED OFFERORS TO ADMINISTER ALASKA'S TOBACCO QUIT LINE WHICH ASSISTS ALASKAN'S WITH THE CESSATION OF TOBACCO AND NICOTINE PRODUCTS

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC 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 (DOH), Division of Public Health (DPH), is soliciting proposals from qualified vendors to operate the Alaska Tobacco Quit Line, a statewide program that provides support and resources to help Alaskans quit tobacco and nicotine use.

SEC. 1.02 BUDGET

DPH estimates a budget of \$4,200,000.00 for the entire life of the contract including renewal options, if renewal options are exercised. Proposals priced at more than \$4,200,000.00 will be considered non-responsive, and the proposal will be rejected.

Approval for continuation of a contract and exercise of renewal options is contingent upon legislative or departmental 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 June 18, 2026. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 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. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

SEC. 1.06 RETURN INSTRUCTIONS

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

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

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

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

SEC. 1.07 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. 1.08 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. 1.09 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. 1.10 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 | | May 04, 2026 |
| Deadline to Submit Questions | | June 08, 2026 |
| Deadline for Receipt of Proposals / Proposal Due Date | 2:00 pm | June 18, 2026 |
| Proposal Evaluations Start | | Week of June 29, 2026 |
| Interviews Complete | | Week of July 13, 2026 |
| Notice of Intent to Award | | Week of July 27, 2026 |
| Contract Issued for Signature | | Week of August 10, 2026 |
| Contract Start Date | | August 14, 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. 1.11 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. 1.12 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

Tobacco remains a leading cause of preventable death and disease in Alaska. In the last 5-year report of Alaska's Cancer Registry, more than 1,871 Alaska adults had been diagnosed with lung or bronchus cancer, a majority of which were caused by smoking or secondhand smoke exposure.¹ Smoking-related health care costs were estimated at \$438 million in 2009.² Due to inflation and rising health care costs, this is very likely an underestimate of tobacco-related health care costs in Alaska. Alaska loses an estimated \$400 million per year because of smoking-related illness effects on workers and people being able to do their usual activities.³ In 2016, Alaska Medicaid incurred an estimated \$192 million in tobacco-related health care costs.⁴ Long-term Medicaid expenditure forecasts completed in FY2022 indicate that reducing tobacco use by 0.25% beginning in FY2023, increasing to 5.0% by FY2024, would result in an estimated \$6,713,542 in savings by FY2027.⁴

The State of Alaska Tobacco Prevention and Control Program is grounded in Centers for Disease Control and Prevention (CDC) Best practices for Comprehensive Tobacco Control Programs. This comprehensive approach has been shown to be effective in reducing smoking among adults and youth in Alaska. Smoking prevalence among adults has declined significantly, from 23% in 2011 to 15% in 2024 in Alaska.⁵ While cigarette smoking prevalence among adults has declined, cigarette smoking prevalence is relatively greater among some populations, including Alaska Native adults, people ages 30-54, people experiencing frequent mental distress, people of lower socioeconomic status, people with less educational attainment, people unable to work or unemployed, and residents of the Northern and the Southwest regions of the state.⁵

Although Alaska has made notable progress in reducing adult cigarette smoking, the overall prevalence of using any tobacco or nicotine product remained essentially unchanged from 2014 to 2024.⁵ In 2024, 24% of adults statewide reported current use of at least one tobacco or nicotine product.⁵ Statewide over the past 10 years, the prevalence of smokeless tobacco use (including chew, dip, snus, snuff, and iqmik) among Alaska adults has not changed significantly.⁵ While the prevalence of adult electronic cigarette (e-cigarette) use in Alaska has remained relatively stable at 8%, prevalence within the younger ages within that group (18-24) was 17% in 2023.⁵

Smoking rates have similarly declined among high school students from 37% in 1995 to 7% in 2023.⁶ That progress continues to be threatened by high prevalence of e-cigarette use among Alaska high school students. Furthermore, in 2023, 23% of high school students in Alaska currently used some form of tobacco or nicotine, 17% of reported current use of e-cigarettes, and 38% had ever tried e-cigarettes.⁶ As for smokeless tobacco product use, 9% of Alaska students used this type of product, compared to 2% of students nationally.⁷ To serve Alaskans who use tobacco products, the State of Alaska's Tobacco Prevention and Control program implements a comprehensive approach to reducing the burden of tobacco in Alaska with four primary goals:

1. Prevent youth from starting tobacco use,
2. Protect the public from exposure to secondhand smoke,
3. Promote cessation of tobacco use among youth and adults,
4. Identify and eliminate tobacco-related disparities.

The program works toward these goals by implementing the five components of a comprehensive tobacco control program as outlined by the CDC's best practices document:

- I. State and Community Interventions,
- II. Health Communication Interventions,
- III. Cessation Interventions,

- IV. Surveillance and Evaluation, and
- V. Administration and Management.

The Alaska Tobacco Prevention & Control Program (TPC) cessation interventions component includes a free phone, text and web-based tobacco quit line for all adult Alaskans who use tobacco and want to quit. Alaska’s Tobacco Quit Line includes individualized quit plans, personal quit coaches, and nicotine replacement therapy. The quit line also includes enhanced services for enrollees who experience mental health and behavioral health conditions, and for pregnant enrollees. The quit line offers youth services for Alaskans ages 13-17 which includes a free, confidential text program, Live Vape Free, through which teens can receive education, support, and strategies to quit. The program also offers an online platform with education, resources, and support for parents and guardians of teens who vape. Additionally, this program has been expanded to young adults ages 18-26 and in addition to text support can receive Nicotine Replacement Therapy (NRT). Thousands of Alaskans have called Alaska’s Tobacco Quit Line, 1-800 QUIT NOW, since it was established in 2002. During FY25, 1,559 Alaskans were served by Alaska’s Tobacco Quit Line.⁸

More Alaskans Want to Quit

A majority of adults who smoke cigarettes want to quit. Among adults who smoked in 2024, 56% had tried to quit in the past year.⁵ When trying to quit, 29% of Alaska adults used Nicotine Replacement Therapy during their quit attempt.⁹ Over half of Alaska adults who smoke and who had a healthcare visit in the past year received advice to quit by their healthcare provider.⁹

Quit Lines Are Accessible and Efficient

Aside from their proven effectiveness, quit lines have other advantages that have made them a top cessation strategy for state agencies. One important advantage of quit lines is their accessibility. A telephone or web-based operation eliminates many of the barriers of traditional cessation classes, such as having to wait for classes to form or needing to arrange for transportation. Quit lines are particularly helpful for people with limited mobility and those who live in rural or remote areas. Due to their quasi-anonymous nature, telephonic or web-based services may also appeal to those who are reluctant to seek help that is provided in a group setting, overcoming what can be a significant psychological barrier.

Currently Alaska’s Tobacco Quit Line cessation service is available to adult Alaskans 18 years of age and older along with a text-support program for youth and parents of youth who are interested in quitting e-cigarettes and other tobacco products. Callers receive support from trained quit coaches, and free NRT. An individual Quit Program is designed and associated materials are provided to those who enroll in the program. According to the U.S. Public Health Service’s widely referenced “Treating Tobacco Use and Dependence, Clinical Practice Guideline”, the most effective treatment of tobacco dependence requires the use of multiple components, for example, both counseling and medications such as nicotine patches, gum and lozenges. Alaska’s Tobacco Quit Line is an important component of the state comprehensive tobacco prevention and control effort directed by the Alaska Department of Health, Division of Public Health. Other program components include: community-based programs, school programs, smoke-free workplaces, counter marketing, tobacco tax increases and prevention of illegal sales to youth. In addition, the State of Alaska requires that all of its TPC program grantees—located in communities across the state—promote Alaska’s Tobacco Quit Line as part of their grant agreements. The long-term goal of TPC is to eliminate morbidity and mortality related to tobacco use among Alaskan residents and to reduce the economic burden of treating tobacco-related illnesses.

References:

1. Alaska Department of Health, Division of Public Health, Health Analytics and Vital Records Section. 2023. Incidence of Cancers Associated with Screening and Modifiable Risk Factors. Anchorage: Alaska Department of Health.

https://health.alaska.gov/dph/VitalStats/Documents/cancerregistry/ACR%20Screening%20Report_2023_0207.pdf

2. Centers for Disease Control and Prevention (CDC), Office on Smoking and Health, National Center for Chronic Disease Prevention and Health Promotion, State Tobacco Fact Sheet/AK. <https://stacks.cdc.gov/view/cdc/51854>. Data sources for this fact sheet available at https://www.cdc.gov/tobacco/stateandcommunity/tobacco-control/program-funding/pdfs/ntcp-data-sources-methodologies-p_1.pdf
3. Shrestha, S. S. 2022. Cost of Cigarette Smoking-Attributable Productivity Losses. American Journal of Preventive Medicine, 478-485. <https://doi.org/10.1016/j.amepre.2022.04.032>
4. Alaska Department of Health, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. The cost of eight chronic conditions on Alaska’s Medicaid Program. Report prepared by Evergreen Economics, October 18, 2017.
5. State of Alaska Department of Health, Alaska Native Tribal Health Consortium. 2023. Alaska Behavioral Risk Factor Surveillance System (BRFSS) Data Center, 2024. <https://alaska-dph.shinyapps.io/BRFSS/>
6. Alaska Department of Health. Alaska Youth Risk Behavior Survey Data Dashboard. 2019-2023. Accessed April 16, 2026. <https://public.tableau.com/app/profile/yrbs.alaska/viz/yrbs/LandingPage>
7. State of Alaska Department of Health, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. Alaska Tobacco Facts - 2024 Update. Anchorage, AK: Alaska Department of Health; 2024. https://health.alaska.gov/media/iwcf2znh/2024_aktobaccofacts.pdf
8. State of Alaska Department of Health, Tobacco Prevention and Control Program FY25 Annual Report
9. State of Alaska Department of Health Online Adult Tobacco Survey 2024.

Resources:

CDC’s Best Practices for Comprehensive Tobacco Control Programs-2014:

<https://www.cdc.gov/tobacco/php/state-and-community-work/guides-for-states.html>

CDC’s Best Practices User Guides – Cessation in Tobacco Prevention and Control:

<https://stacks.cdc.gov/view/cdc/125946>

US Public Health Service Treating Tobacco Use and Dependence: 2008 Update- Clinical Practice Guideline:

<http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/tobacco/clinicians/update/index.html>

Alaska’s Tobacco Quit Line: <http://alaskaquitline.com/>

State of Alaska Tobacco Prevention and Control Program:

<https://health.alaska.gov/en/division-of-public-health/chronic-disease-prevention/tobacco-prevention-and-control/>

U.S. Department of Health and Human Services: Smoking Cessation: A Report of the Surgeon General:

<https://www.hhs.gov/sites/default/files/2020-cessation-sgr-full-report.pdf>

North American Quit Line Consortium, Best and Promising Practices: <https://www.naquitline.org/page/qii>

Definitions

Alaska Native Leadership for Eliminating Alaskan Disparities (LEAD) & Cessation team- A workgroup established through Alaska’s Strategic Plan for Eliminating Tobacco-Related Disparities. This team is comprised of partners from Tribal health and community organizations and is focused on addressing the complex factors which contribute to tobacco-related disparities among Alaska Native peoples.

Alaska Tobacco Prevention & Control Program (TPC): The State of Alaska (SOA), Department of Health’s program that is responsible for the administration of Alaska’s Comprehensive Tobacco Control Program, including funding and overseeing Alaska’s Tobacco Quit Line.

Alaska’s Tobacco Quit Line (ATQL): A fully transferable telephone- and digitally- based tobacco cessation program available to all Alaska adults at no cost. Services offered include coaching and counseling, referrals, mailed

materials, training to healthcare providers, web-based services, and free nicotine replacement therapy. **Best Practices:** practices that have been proven most efficient and effective at delivering the desired outcome. Best practices guiding state tobacco programs are set forth in the US Centers for Disease Control and Prevention's Best Practices for Comprehensive Tobacco Control Programs, 2014. Best practices for quit lines are found in the US Centers for Disease Control and Prevention's Telephone Quit Line: A Resource for Development, Implementation and Evaluation.

Client: DOH or other entity (public or private) that contracts with offeror for provision of tobacco cessation services to third party individuals.

Contractor: Awarded Vendor; and successful offeror.

Culturally Responsive: respectful of and responsive to the cultural and linguistic needs of a group of people with shared beliefs, customs, languages and practices.

Data Dictionary: A centralized metadata repository that provides information about the structure, content, and definitions of all data elements in a database for Alaska's Tobacco Quit Line.

Department of Health (DOH): A department within the State of Alaska's executive branch which houses Alaska's Tobacco Prevention and Control Program (TPC) and is charged with the administration of a comprehensive tobacco control program. AS 44.29.020 requires the State of Alaska to provide cessation for Alaska adults and youth.

EHR: Electronic health record

EMR: Electronic medical record

Evidence-Based: in accordance with ethical, up-to-date, peer-reviewed, systematically derived, research-based evidence about the most effective methods of providing cessation services. In the context of quit lines, this is practice based on the most recent US Public Health Service Clinical Practice Guideline – Treating Tobacco Use and Dependence; and subsequently published randomized controlled trials; meta-analyses of such trials; and fact sheets, reports and white papers produced by the North American Quit Line Consortium.

General public: members of the public in Alaska who may or may not use tobacco or nicotine products.

HIE: Health Information Exchange; A secure and electronic network that gives authorized healthcare professionals the ability to access and share health-related information across the state.

HIPAA: Health Insurance Portability and Accountability Act of 1996.

HL7v2 or 3: Set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers.

Motivational Interviewing: a directive, person-centered counseling style for eliciting behavior change by helping people to explore and resolve ambivalence, based on the fundamental concepts and approaches developed by William R. Miller and Stephen Rollnick.

NAQC MDS: The minimal data set (MDS), created by the North American Quit Line Consortium, is a set of intake and follow-up questions for quit lines that was implemented in the fall of 2005. The MDS offers a common framework for communicating about quit line elements and evaluations and provides a standard approach for evaluation. The data set facilitates performance monitoring and makes possible comparisons between quit lines without imposing undue resource burdens. MDS technical documents are available online at <https://www.naquitline.org/page/MDSFAQ>

Nicotine Replacement Therapy (NRT): Nicotine Replacement Therapy, through the use of over-the-counter FDA-approved products that deliver nicotine with the intent to replace, at least partially, the nicotine obtained from tobacco products and to reduce the severity of nicotine withdrawal symptoms due to tobacco cessation.

Participant: a person who contacts the quit line via phone or Internet to receive information or services and completes the initial registration process.

Promising Practices: practices that initial evidence demonstrates are likely to be shown to be efficient and effective at delivering the desired outcome. Promising practices for quit lines as of 2005 are compiled in the North American Consortium's Quit Line Operations: A Practical Guide to Promising Approaches.

Proxy caller: a person who contacts the quit line on behalf of another person; usually a friend or family member of a person who uses tobacco.

Quit line: a tobacco cessation service currently accessed through a toll-free telephone number, text, or web services that provide free information, counseling and other services designed to help those who use tobacco quit.

SFTP: Secured Shell (SSH) File Transfer Protocol, or Secure File Transfer Protocol; a separate protocol packaged with SSH that works in a similar way over a secure connection.

Stages of Change Model: A transtheoretical model which construes change as a process involving progress through a series of five stages and includes a series of independent variables, called the Processes of Change, to establish how change occurs and a series of outcome measures to determine when change occurs.

Tobacco Product: Any product made or derived from tobacco, or containing nicotine from any source, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, cigars, little cigars, chewing tobacco, Iqmik, Blackbull, pipe tobacco, snuff, nicotine pouches, and vapes/electronics cigarettes. This does not include traditional or sacred tobacco used by Indigenous peoples for religious or ceremonial purposes.

Tobacco-Related Disparities: differences in the burden of tobacco use experienced by specific groups of people, including the risk of initiating tobacco use, exposure to secondhand smoke, quit rates, incidence of tobacco-related diseases, quality of health, and frequency of disability and death.

Vendor: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The state is soliciting proposals from qualified vendors for telephone, web and text-based quit line services. The successful offeror will provide tobacco cessation quit line services for all Alaska adult enrollees wanting to quit tobacco use, including participant services for quit line participants (i.e., nicotine replacement therapy, counseling) information to the general public, and data collection and reporting services. The critical goals and objectives of this contract are:

Administer Alaska's Tobacco Quit Line which assists Alaskans with the cessation of tobacco and nicotine products. The quit line is comprised of free telephonic and digital services while providing no-cost Nicotine Replacement Therapy (NRT) to those who are eligible. The Alaska Tobacco Quit line also offers enhanced services for priority populations as well as training sessions for providers referring individuals to the quit line.

Additionally, effective data collection and management is critical to evidence-based evaluations to inform improvements to services offered to Alaskans.

The offeror will provide a fully functioning quit line service for the State of Alaska. Primary responsibilities of this contract include:

1. Administer the telephonic and digital components of Alaska's Tobacco Quit Line with qualified coaching staff available to answer in-bound calls 24 hours a day, 7 days per week with exceptions for major holidays as negotiated with the project manager.
2. Properly and promptly dose and manage shipment of FDA-approved NRT for all qualified enrollees, ensuring average delivery time of 7 days or less. Exceptions due to extreme weather conditions or delayed flight service to remote areas will be reviewed on a case-by-case basis by the project manager.
3. Review and process fax and electronic referrals sent to the quit line from linked clinical systems, completing initial outreach to the participant within 1 working day of referral. Provide outcome reports to referring providers who are HIPAA covered entities no later than 2 weeks following the receipt of their referral.
4. Ensure prompt responses to partnering clinics in planning and implementing Electronic Medical Record (EMR) referral connections for clinical settings, with average response times of 1 business day from incoming request.
5. At enrollment, provide a Welcome Packet as well as appropriate additional resources to participants with relevant education and resources consistent with Deliverable 11 – Materials Development and Distribution,, including referrals to DOH-identified local programs to supplement quit line services. Delivery of these materials to participants should be tracked and reported by the vendor monthly.
6. Collect appropriate data as requested by DOH and transfer to the state office within the following timeframes:
 - a) Weekly reports: within timeframes negotiated with vendor to track program outcomes
 - b) Monthly reports: within 10 days of close of the month

- c) Quarterly reports: not to exceed 15 days after the end of the quarter
 - d) North American Quit Line Consortium (NAQC) Survey: within 30 days of survey launch, and 30 days prior to submission deadline, or as negotiated by project director if NAQC timelines are shortened
7. Within year 1 of the contract, develop and maintain asynchronous, online, continuing education for healthcare providers on tobacco screening, referrals and treatment with continuing education available. Required provider trainings include:
- a) Brief Intervention Provider Training
 - b) Behavioral Health Provider Training
8. Within year 2 of the contract, develop and implement the following enhanced programs:
- a) Prenatal, Pregnancy, Postpartum Enhanced Program
 - b) Behavioral Health Enhanced Program
 - c) Youth and Parent/Guardian Programs
9. Within year 2 of the contract, develop and implement a tailored quit line protocol for Alaska Native enrollees based upon feedback from Alaska Native communities received through the Online Adult Tobacco Survey, Alaska Tobacco Quit Line Call Back Study, and FY24 Talking Circle findings. The vendor will coordinate with the State of Alaska and Tribal Health partners to ensure that key elements include:
- a) Access to general quit line services 24/7. The vendor may establish set hours for the tailored coaching calls with access to general quit line coaches and services 24/7;
 - b) A dedicated coach model with coaches who meet the minimum qualifications and who have lived experiences with quitting tobacco, as a member of a Tribal community, or substantial demonstrated experience in rural communities in Alaska;
 - c) Cultural relevance/competency training for coaches to be developed in collaboration with Tribal health partners and State of Alaska;
 - d) Multiple modalities to engage in services;
 - e) Education about Nicotine Replacement Therapy and effective use of the medications;
 - f) Enhanced patient navigation to ensure wrap around supports for key, social determinants of health when identified by enrollees;
 - g) Interpretation in Alaska Native languages whenever attainable through contract.
10. Pilot Program:
- a) Enhanced Patient Navigation Pilot Project: In collaboration with the SOA TPC team, support the planning, development, and implementation of enhanced patient navigation pilot for quit line enrollees which supports linkages to care for cooccurring conditions. The vendor will maintain an updated list of resources with the support of the project manager.
 - b) Pilot Projects as approved by DOH Project Manager in the duration of the contract
11. Ensure proper transition plan is provided to the state program one quarter prior to the end of the contract term in the event a new vendor is awarded.

End of Term Transition Plan

The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another. Should that occur at the termination of this contract, the incumbent vendor is required to develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the division. The incumbent vendor must provide this plan within sixty (60) days of notification by the division, and the transition must be complete within 120 days. **As part of this transition, the incumbent vendor shall return all project data to the State in non-proprietary, machine-readable formats (such as CSV, JSON, XML, or other formats mutually agreed upon) accompanied by complete schema, data dictionary, and documentation sufficient to ensure the data is fully usable by the State and any subsequent vendor.**

Work to be performed under the Contract awarded through this RFP includes:

1. Administer Alaska's Tobacco Quit Line, to include:

- a) Provide a simple no-cost telephonic point-of-access to services to assist enrollees in quitting tobacco and nicotine products. This includes:
 - i. Screening and assessment of readiness to quit
 - ii. Counseling and advice
 - iii. Support materials
 - iv. Assessment and referral to resources for obtaining health insurance and a primary care provider
 - v. Education about eligibility for lung cancer screening based on the guidelines from the U.S. Preventive Services Task Force (USPSTF)
 - vi. Information from the U.S. Public Health Service (PHS) recommendations on the use of pharmacological cessation aids
 - vii. Referral to community-based services
 - viii. No-cost NRT patches, gum and lozenges to participants enrolled in the multi-call counseling program, or who are enrolled in tobacco treatment services at their Tribal Health Organization.
 - ix. Ala carte (individual) service options such as emails, a quit guide, and free starter kit with a two-week supply of free patches, lozenges or gum
 - x. Participant usage information, informational materials development and information on tobacco dependence and its treatment(s), the dangers of secondhand smoke and other tobacco-related information.
- b) Proactively call individuals referred to ATQL via fax, online submission, and/or electronic health record (EHR). Coaching shall include proactive follow-up calls, where the quit coach calls back the caller who has registered based on the caller's schedule. Each session should average between fifteen (15) and twenty (20) minutes and shall be a separate individual phone call.
- c) Outbound recruitment to people who use tobacco and are referred from health care providers or community programs; including fax referral and related fax referral reporting inbound to referring health care providers or programs as well as to the SOA TPC.
- d) Support the set-up and management of referral connections for ATQL, including fax, online, flat file via SFTP, and full EHR integration. As funding allows each fiscal year, utilize contract funds towards connection fees with clinics identified by the project director.

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- e) Optimize clinical workflows to improve referral efficiency to Alaska's Tobacco Quit Line.
 - f) Track utilization rates, services delivered and provide data definitions.
 - g) Provide weekly, monthly, quarterly and year-end reports to the Alaska TPC program.
 - h) Print and distribute specific Alaska Tobacco Quit Line branded products, including a quit guide. All ATQL branded materials must receive approval by the State of Alaska TPC program prior to publication.
 - i) Provide reporting to the Centers for Disease Control and Prevention (CDC) and North American Quit Line Consortium (NAQC).
 - j) Host and maintain the services available on the Alaska Tobacco Quit Line website, including the web registration, web-coach and provider training.
 - k) Cessation counseling services via mobile phone texting and internet as a standalone cessation option and as a support counseling method in tandem with telephone-based quit line.
 - l) A proactive pregnancy program with extended counseling, coordination of care with health care provider when considering safety of NRT, educational materials tailored to quitting due to pregnancy, and a SOA developed and approved informational materials for additional pregnancy and breastfeeding resources.
 - m) A Behavioral and Mental Health program with extended counseling and extended NRT.
 - n) Provide support specifically for Alaska Native People in accordance with preferences provided by Alaska Native communities through Talking Circles in 2023.
 - o) Provide services to non-English speaking participants in their native language (language lines are acceptable), including Alaska Native languages whenever attainable through contract. The vendor must demonstrate due diligence in seeking contracts for interpretation into Alaska Native languages on a continual basis.
 - p) A fully automated call center system that offers TTY accessibility.
 - q) Provide services to the Deaf and Hard of Hearing. Contractor shall be fully capable of providing video-to-video services by counselors proficient in American Sign Language.
 - r) Maintain appropriate staffing and systems to adapt billing structures to accommodate fiscal and programming partnerships.
 - s) Provide technical assistance and advice to healthcare professionals within the state of Alaska, as directed by the TPC Project Director, including up-to-date information and recommendations based on the PHS Clinical Practice Guidelines on Treating Tobacco Use and Dependence with regard to the use of pharmacotherapies, optimizing clinical workflows to improve screening and referral efficiency to address tobacco use, tobacco dependence treatment with special populations, and effective in-office or community-based tobacco cessation interventions.

2. Demonstrate Special Population competency by counselors/quit coaches in providing services for participants from the following population groups:

- a) Alaska Native
- b) Lesbian/Gay/Bisexual (LGB+)
- c) Native American (including Alaska Native Tribes and American Indian Tribes)
- d) African-American
- e) Asian/Pacific Islander
- f) Hispanic/Latino
- g) Deaf/Hard of Hearing
- h) Individuals who experience disabilities
- i) Pregnancy
- j) People with Mental Illness/Substance Abuse conditions

3. Medical oversight is required as follows:

- a) A medical director on staff to provide oversight to staff and technical assistance to those providing cessation information to health care providers.

4. Educational Requirements:

- a) The educational requirements of contractor's staff who provide customer assistance will be on par with and based on recommendations provided through the NAQC and CDC, including recommendations outlined in the USPSTF's Clinical Guidelines for Treating Tobacco Use and Dependence. Staff shall be trained in cultural responsiveness and will be provided, at a minimum, a fully developed training on providing cessation services to Alaska Native callers. For more information and background refer to
 - I. <http://www.cdc.gov/tobacco/>
 - II. <http://www.alaskaquitline.com>
 - III. <https://health.alaska.gov/en/division-of-public-health/chronic-disease-prevention/tobacco-prevention-and-control/>
 - IV. <https://learn.optum.com/courses/addressing-nicotine-addiction-in-alaska-behavioral-health-care>

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

Deliverable 1 - Security Assessment

The contractor must complete DOH HIPAA/Security Assessment at the start and every three (3) years following, please see SEC 3.03. The first Security Assessment must be successfully completed to move on with other deliverables of the contract. Failure to complete/pass this deliverable may result in contract termination.

Deliverable 2 - Service Protocol

The successful offeror will provide all services to support a free quit line for Alaskans interested in quitting tobacco and nicotine use to utilize. Alaska's Tobacco Quit Line is a free service for Alaskans and will bill DOH for costs of providing services as defined. The Service Protocol will account for Alaska's Tobacco Quit Line existing participant groups, have the capacity for expansion and reduction of services, be subject to change at DOH request, and include:

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- a) A flexible program design that allows quit line participants, who are ready to quit in the next 30 days, to choose the intensity of their counseling service, i.e., a single call or a multi-call program. Callers will be given an option to elect a single intensive counseling call, or they may participate in a minimum of five (5) proactive counseling sessions. The ongoing sessions' series of pro-active counseling calls will be scheduled around the participant's quit date and designed to prevent relapse and meet the participant's needs. Services will also include information for proxy callers and those calling with questions. This also includes a mobile phone texting and Internet based counseling program both as a standalone cessation counseling and a support counseling method in tandem with a telephone-based quit line.
- b) Ensure streamlined enrollment distributing intake questions throughout multiple counseling calls ensuring respectful explanation of the use of demographic information, so as not to be perceived as intrusive or rude. Ensure a special protocol for calling back on interrupted or dropped calls from rural Alaska (a frequent occurrence that should not be interpreted as a hang-up); and closure protocol that includes thanking the caller for sharing their story.
- c) Provide an interactive, integrated text messaging cessation tool; All participants who request an intervention will be eligible for text messaging services with the goal of increasing the likelihood of a successful quit attempt and encouraging participants to participate in Quit Line and/or internet-based services.
- d) Internet Based Counseling Program: Participants will have access to Integrated Web Coach, an interactive website designed to complement and enhance the phone based behavioral counseling sessions.
- e) Administer tailored counseling to DOH identified high priority groups to include:
- i. A minimum seven (7)-session proactive pregnancy program: Eligible enrollees may participate in up to seven additional proactive counseling interventions incorporating a quit date call, a minimum of two (2) post-partum calls and five (5) additional calls with relapse-sensitive timing. Interventions will be empathic, nonjudgmental, provide education on the benefits of quitting for pregnancy and child development, have an increased emphasis on creating a smokefree home, and equip the participant with tools to maintain their quit post-pregnancy. The contractor will provide Nicotine Replacement Therapy if advised to do so by the participant's healthcare provider. Eligible participants will be allowed to re-enroll for the multiple-call intensive proactive counseling at the end of their last call or at any time after completing the last call.
 - ii. A seven (7)-session proactive program for participants reporting mental health and behavioral health conditions who choose enhanced services. Participants will be offered additional NRT and coaching services based on their responses to intake questions. The vendor must coordinate enrollment questions with SOA TPC team to ensure that questions are supportive and do not cause unintended stigma when assessing participant needs for enhanced services.
 - iii. Young Adult Program: Online and text services tailored to young adults 18-26 with up to 8-weeks supply of NRT for eligible participants.
 - iv. Youth specific cessation services for those who smoke or vape tobacco. Participants under eighteen (18) years will need parent/guardian permission to enroll in quit line services.
 - v. Youth Educational Program: online and text educational services will be offered to youth under the age of 18 years who contact the ATQL. These services will support youth in learning the harms of vaping and tobacco use and will provide youth tools to plan quitting their use. Services must be developed based upon best practices and current research in engaging youth through phone, digital, and web-based technologies (i.e. mode of communication, frequency, and content)
 - vi. A tailored quit line protocol for Alaska Native enrollees based upon feedback from Alaska Native communities received through the Online Adult Tobacco Survey, Alaska Tobacco Quit Line Call

Back Study, and FY24 Talking Circle findings. The vendor will coordinate with State of Alaska and Tribal Health partners to ensure that key elements include:

- a. Access to general quit line services 24/7 with the option of establishing set hours for the tailored coaching calls;
 - b. A dedicated coach model during peak quit line hours. Coaches must meet the minimum qualifications identified in sections 3.01 of the RFP. In accordance with preferences provided by Alaska Native communities through Talking Circles in 2023, recruitment of local coaches should prioritize coaches with lived experiences with quitting tobacco, as a member of a Tribal community, or substantial demonstrated experience in rural communities within Alaska. Recruitment of coaches will remain open until positions are filled. Positions must be filled for duration of contract. Enrollees calling outside of the hours for the tailored program will have the option to meet with a coach from the standard Quit Line program to support 24/7 access.
 - c. Cultural relevance/competency training for coaches to be developed in collaboration with Tribal health partners and State of Alaska;
 - d. Provide information and referrals as needed regarding local, tobacco treatment services available through Tribal health. SOA will provide the vendor with a list of current services.
 - e. Multiple modalities to engage in services;
 - f. Enhanced patient navigation to ensure wrap around supports for key, social determinants of health when identified by enrollees;
 - g. Facilitated, virtual Alaska Native peer support group sessions of 30–60-minute duration at a frequency to be negotiated by the vendor and project manager. Vendor will partner with the State of Alaska TPC program and Tribal Health partners to adopt or develop culturally relevant facilitation guidelines for peer support group sessions.
 - h. Delegate a representative to meet with the Alaska Native LEAD CoP quarterly to build partnerships, receive feedback on referral processes, and support improvements to referrals to and from the quit line.
 - i. Interpretation in Alaska Native languages whenever attainable through contract
- f) Management of shipments of up to an 8-week course of combination NRT for eligible callers who select and enroll in the multiple-call series of counseling sessions. NRT provided can include patch, gum or lozenge. The contractor will ensure shipment to all area codes within Alaska. All proactive program participants as listed below:
- i. For mono-therapy users; two (2) four (4) week shipments of patch, gum, or lozenge;
 - ii. For combo-therapy users; one (1) four (4) week shipment of patch + four (4) weeks of gum or lozenge + a second four (4) week shipment of patch;
 - iii. Participants will be eligible to receive NRT therapy twice per twelve (12) month period.
 - iv. At enrollment, the vendor will provide explicit education on how to effectively use Nicotine Replacement Therapy. Education will include an overview of benefits and potential side effects, coaching on proper use and techniques to successfully manage combination therapy with consideration of lifestyle and daily activities. The vendor will provide access to additional online or printed information. Education and training will be conducted in line with the CDC and WHO tobacco cessation best practices and guidance.
 - a. <https://www.cdc.gov/tobacco/hcp/patient-care/clinical-cessation-tools.html>
 - b. <https://www.who.int/publications/i/item/9789240096431>

- g) Maintain a fax and electronic referral program, including a toll-free fax number that can be utilized by healthcare providers, schools, and college officials across Alaska to refer patients directly to the quit line. Fax referral participants will be asked to supply contact information including primary and secondary phone numbers and best times to call. Once a referral is received it will be processed as an outbound recruitment call and a minimum of five attempts will be made to reach and enroll the individual during the designated best times. The contractor must be able to adapt the fax referral program to a referral program using electronic means consistent with electronic medical records in compliance with HIPAA and other relevant laws. The contractor will maintain a HIPAA compliant protocol to provide outcome reports to referring providers.
- h) Maintain a fully functional Web registration for Alaska's Tobacco Quit Line services. This website must be accessible by Alaskans who use tobacco products, the general public and health care providers, and will provide, at minimum, information on the quit line, provider training, fax referral capability and online registration for quit line services.
- i) During program follow-up calls, incorporate questions on participant interest in sharing their experience with ATQL through public testimonial. Shared experiences, methods of contacting participant (phone or email), and preferred way of further contact by DOH will be documented and routed to DOH through a HIPAA-compliant process.
- j) Efficiently transfer or otherwise refer participants or ask if the participant would like to be referred to an approved face-to-face tobacco treatment program when (as this option becomes available):
 - i. Requested by the enrollee or provider
 - ii. Participant requests help with FDA approved tobacco treatment medications that are beyond the scope of what Alaska's Tobacco Quit Line provides
 - iii. Participant has had a failed attempt with Alaska's Tobacco Quit Line
- k) Offer to re-enroll participants as many times as needed if unsuccessful at quitting by fourth call. Provide continuous reenrollment unless instructed to stop for a time by DOH due to call volume and budget concerns.
- l) For extreme, rural, and remote areas of the state, offer full delivery of 8 weeks of combination therapy at time of enrollment as approved by the project director.
- m) Have capacity to provide bulk NRT shipments to clinics in Alaska.
- n) Maintain a database of local, Alaska cessation resources as identified by SOA TPC and TPC contractors for quit line callers interested in receiving referrals to local or regional support networks, thereby linking the quit line service to their local community. All counselors must have instant access to this list to establish rapport and credibility with the caller. This database will be updated twice per contract year with support from the TPC Project Director.
- o) Assessment of insurance coverage, type of insurance, and connection to a primary care provider.
- p) Lung cancer screening eligibility and referral: Callers will be assessed for lung cancer screening eligibility based on USPSTF guidelines and informed of resources available based on scripts developed by the Decision Support Lab at The University of Texas MD Anderson Cancer Center. Callers who are eligible will be offered a referral to a lung health navigator resource that can help them with the screening process.

- i. For more information, refer to North American Quit Line Consortium (2022). Project CONNECT: An Implementation Guide for Quit Lines, 2022. (Authors, Lowenstein LM, Pan IW, et al.). Phoenix, Arizona.
 - ii. Offerors are encouraged to recommend additional screenings for other health conditions such as asthma or diabetes for which stage appropriate material and intervention could be provided.
- q) The TPC Project Director will provide the inserts to the contractor in its final format. The contractor will be responsible for printing and fulfillment of inserts. Printing and distribution of customized, Alaska-specific inserts will include items defined in Deliverable 11 – Materials Development and Distribution.
 - i. .
- r) Provide telephone, web, and text-based cessation services for all Alaskans regardless of insurance status, income, age, sex, gender, sexual orientation, ethnicity or race.
 - i. The successful awardee's staff must complete professional training that supports relevant and respectful services for the Special Populations identified in Section 3.02. Trainings will be confirmed between the vendor and DOH within the second quarter of the contract. The successful awardee must also accommodate trainings for emerging needs and trends as requested by the Project Director.
- s) Cultural responsiveness training for all quit line staff interacting with Alaskan callers is required for all quit line staff and will be a part of ongoing staff development and training protocols. These include:
 - i. The vendor will develop and provide onboarding and annual training for all quit line coaches who serve Alaska, focusing on Alaska Native culture and cultural humility, unique aspects of tobacco use in Alaska, respectful listening, and motivational interviewing. Training will be planned and developed in collaboration with Tribal Health Organizations and the State of Alaska TPC and approved by the project manager.
 - ii. Full script of training and rights to content and advisement to revisions if deemed necessary by State of Alaska TPC personnel. Training must be developed in collaboration with State of Alaska TPC, Alaska Native Tribal Health Consortium and Tribal Health partners. Full scripts of the training content will be made available by the vendor to the State TPC Program for regular review and updates as necessary. Training must be developed in collaboration and approval with Alaska Native Tribal Health Organizations and partners.
- t) A culturally responsive intake and counseling protocol will include, but is not limited to, a streamlined intake, with intake questions distributed throughout multiple counseling calls; respectful explanation of the use of demographic information, so as not to be perceived as intrusive or rude; special protocol for calling back on interrupted or dropped calls from rural Alaska (a frequent occurrence that should not be interpreted as a hang-up); and closure protocol that includes thanking the caller for sharing their story.
- u) The Service Protocol will provide for the screening and registration of each participant. Participants may contact the quit line via the telephone, Internet, and fax referral. Screening and registration services include determining if the contact is from Alaska, the purpose of each contact, collecting participant data, and categorizing each contact within, at a minimum, these current categories:
 - i. People who use tobacco and request information, an intervention, or written materials.
 - ii. Proxy callers interested in receiving assistance in helping others quit.
 - iii. Health care providers requesting technical assistance from staff with expertise in medicine and cognitive-behavioral counseling.
 - iv. General public, such as general information inquiries.
 - v. Referrals from DOH-authorized sources.

- vi. People who need support in identifying and accessing cessation services covered by their health insurance.
- v) For all people who use tobacco and request an intervention regardless of enrollment status, the successful offeror will provide, at a minimum and as requested:
 - i. Cessation counseling services.
 - ii. DOH-approved written materials.
 - iii. Referral to additional phone counseling, classes, pharmacology and community resources, and services available through the caller's insurance eligibility.
 - iv. Referral to offeror's phone services if contact was made via the Internet.
 - v. Enrollment in a text-based cessation counseling service via participant's mobile phone.

Additional Service Protocol Information

- a) The successful offeror will administer a clinic-based patient referral process used by DOH-selected clinical care providers and other third parties, such as case managers and community health workers, to refer their clientele to quit line services. The successful offeror will provide feedback (such as reports on referred patients) to the referring provider or manager as approved in the Service Protocol and the Fax and Electronic Referral Protocol. When available, the contractor must be able to adapt the fax referral program to a referral program using electronic means consistent with electronic medical records in compliance with HIPAA and other relevant laws.
- b) The Service Protocol must include specialized service protocols for DOH-identified specific populations and develop in collaboration with DOH.
- c) The successful offeror will develop and implement plans for handling volume surges in telephonic and electronic communications, monitor call volume and capacity, maintain call system flexibility, and provide for technical system change management.
- d) The successful offeror will have a protocol for handling crisis inquiries, complaints or public issues that may arise other than during normal business hours when communication with DOH is limited.
- e) The successful offeror will have a protocol for handling NRT shortages and will have an effective backup plan to ensure timely delivery of NRT to eligible participants. Timely delivery is defined as an average delivery time of 7 days or less, with exceptions as approved by the project manager for delayed flights in rural areas and extreme weather conditions.
- f) The successful offeror will provide hosting, maintenance, quality assurance, evaluation, quarterly reporting and current CME accreditation for clinical care teams for The Brief Tobacco Intervention: Helping Alaskans Quit online healthcare provider training and The Nicotine Behavioral Health online healthcare provider training currently hosted at <https://learn.optum.com/redeem/ak>. This process helps ensure that Alaska's goals for health care provider education and outreach are met.
- g) The successful offeror will have an ability to adapt billing structures if/when fiscal and programming partnerships are developed between Alaska's Tobacco Quit Line and health plans, businesses, or health care systems to provide telephone-based cessation counseling, NRT, or both. The offeror shall demonstrate willingness to adapt its billing process should telephone tobacco cessation services become a reimbursable item through Medicaid, Medicare and/or health plans.

Deliverable 3 - Fax, Online, and Electronic Referral Protocol

- a) Maintain a fax, online, and electronic referral program.
- b) Support the set-up and management of referral connections for ATQL, including fax, online, flat file via SFTP, and full EHR integration. Prompt and regular communication with TPC staff and clinics on integration process is required, with an average response time of one (1) business day. Integration timelines will be provided prior to project initiation. If project timelines exceed anticipated length, the contractor will provide a new timeline and explanation of delay.
- c) Provide customer service and technical assistance through meetings and emails to referring clinical sites when creating or improving electronic and fax referral connections and processes to Alaska's Tobacco Quit Line.
- d) Fax, online, and electronic referrals shall result in quit line staff initiating cessation assistance with the individual via a proactive call or text.
- e) Accept referrals by fax, online submission, and other electronic means through EHR such as secured emails, SFTP, HL7v2, v3, and above or other technology platforms.
- f) Receive referrals and provide feedback via a secure e-mail system or SFTP to facilitate the secure exchange of patient health information through health systems and/or HIE. (Bidirectional system using SFTP or HL7v2, v3 or greater)
- g) Be able to identify the referring health care provider in outcome or feedback reports.
- h) Issue at least two outcome reports to referring providers after the first and second or third calls to the participant. These reports must include the participants' quit dates, the type of services requested and received (e.g., materials only, one call, multiple call, NRT), and the tobacco use status of the participants.
- i) By the implementation date, be prepared to process referrals and feedback/outcome reports electronically in compliance with HIPAA and other relevant laws.

Deliverable 4 - Counseling Protocol

The successful offeror will provide all screening and tobacco cessation counseling services including:

- a) Services tailored to DOH-identified high-priority groups, and culturally responsive services for populations with tobacco-related disparities, including but not limited to: youth; pregnant women; people with low literacy; LBG+ people; people with low socioeconomic status; people with mental illness; people with substance abuse disorders; people with disabilities; people who use smokeless tobacco or nicotine products; people living with tobacco-related chronic disease; and people who identify as Alaska Native; African American or Black; Latino; Asian/Pacific Islander; American Indian;. Scripting for counselors should reflect sensitivity and cultural responsiveness and when asking demographic and chronic condition questions.
- b) Delivery of culturally and linguistically responsive services and materials for Alaska Native people. To support this, the vendor will:
 - i. Develop staff training in collaboration with DOH and DOH-identified Tribal Health partners for responding to and counseling Alaska Native people as set forth in the Service Protocol.

- ii. Provide tailored materials created by DOH for Alaska Native people who use tobacco.
 - iii. Provide tailored provider materials created by DOH.
- c) The offeror is encouraged to employ bilingual staff members who can provide services to non-English speaking participants in their native language. Offeror will ensure third-party translation in 200+ languages (see Attachment 1). Solicits third party translation in the Yup'ik language. The vendor must demonstrate due diligence in seeking contracts for interpretation into Alaska Native languages on a continual basis. Protocols for working within these populations should include an awareness of collectivism and family values, an emphasis on personal skills, and sensitivity to concerns related to disclosing their status in the U.S.
- d) Cultural responsiveness training for all quit line staff interacting with Alaskan callers is required for all new staff as well as a part of ongoing staff development and training protocols.
- e) Information and services as requested by all Alaska participants, such as brief counseling services, materials, and referrals. Information can include but not be limited to scientific information about tobacco addiction, treatment, and evidence-based procedures to address tobacco use and promote cessation in health care settings; tips for quitting or helping others quit tobacco; available resources to learn about tobacco addiction and cessation; and information on quit line operations.
- f) Access to Internet-based services for participants contacting the quit line by either the Internet or the telephone that, at a minimum, includes:
 - i. Culturally responsive services
 - ii. Cessation information
 - iii. Interactive cessation-related tools
 - iv. Online support or enrollment in Quit Line services
- g) For people who use tobacco, provide evidence-based cessation counseling services as appropriate, including:
 - i. Counseling services, including:
 - Single-Contact Counseling Services: One session between a participant and a cessation counselor that includes cognitive-behavioral counseling interventions.
 - Multiple-Contact Counseling Services: One session between a participant and a cessation counselor that includes cognitive-behavioral counseling interventions, and one or more further counselor-initiated follow-up contact(s) with the participant at relapse-sensitive times to assess the participant's quit status and to support the continued quit attempt. The design will be based on the successful offeror's proposed counseling protocols that adhere to the service protocol outlined in Deliverable 2.
- h) Other cessation-related counseling services shown to be best or promising practices, as agreed upon by DOH and the successful offeror. Offerors are encouraged to review the Centers for Disease Control and Prevention Cessation Best Practices (<https://stacks.cdc.gov/view/cdc/125946>).

Generally:

- i. Assessment and staging of readiness to quit, using methods derivative of the JO Prochaska stages of change (transtheoretical) model and utilizing motivational interviewing techniques.
- ii. Single- and multiple-contact tobacco cessation counseling sessions (up to a minimum of five for registered and enrolled participants, with additional calls under specific protocols for special populations as described herein).
- iii. Reactive (externally initiated) and proactive (counselor-initiated) cessation counseling services. Proactive follow-up counseling sessions should be scheduled as appointments with the caller at a specific date and range of time, and with at least 90% of scheduled quit-date calls completed within 6 days of the quit date.
- iv. Nicotine Replacement Therapy (NRT) dosing and provision.
- v. Continuity of counseling services for participants, in that participants work with the same counselor as much as possible throughout the receipt of eligible services.
- vi. The vendor will provide enhanced patient navigation to ensure wrap around supports to address key social determinants of health when identified as needs. In collaboration with the State of Alaska TPC team and partners, the vendor will develop and maintain a list of relevant resources for use by the coaching team which includes housing resources, heating assistance programs, SNAP program, local food pantries, transportation services, vocational supports, 2-1-1 call line and additional resources. The State of Alaska will also provide a directory of local Tribal Health Organization resources for use by the coaching team.

i) Cognitive-behavioral counseling interventions, including:

- i. Assessing tobacco use history to determine level of addiction and behavioral patterns.
- ii. Assessing previous attempts to quit and their application to the participant's current situation.
- iii. Eliciting motivation for quitting and readiness to quit based on principles of motivational interviewing and stages of change theories.
- iv. Creating a personalized quit plan that is tailored to each individual's history, motivation and readiness to quit.
- v. Building skills for quitting through a cognitive-behavioral approach, based in best practices, to the treatment of tobacco addiction.
- vi. Building, through use of motivational interviewing techniques, an individual's confidence in his/her ability to quit.
- vii. Materials.
- viii. Recommending NRT and other medications (on a list pre-approved by DOH) for help in quitting and providing NRT as applicable.
- ix. Assessing eligibility for additional phone counseling, and referral to services available through a participant's insurance provider or other community cessation resources.
- x. Providing voicemail and pre-recorded messages for callers during non-business hours, including motivational messages and tips.
- xi. Providing text messages to participants' mobile phones, tailored to an individual's quitting plan, to include but not be limited to frequent supportive educational and motivational messages, coaching call reminders, tips and games to help manage urges and medication reminders.

Deliverable 5 - System Capability

Offeror must utilize a fully automated "call center" that possesses a strong, scalable communications server that will at a minimum provide the following features:

- a) **TTY Accessibility:** Provision of a dedicated toll-free number for access to TTY service will be made available. The TTY line will be staffed with counselors who have received special training to deliver services to the deaf and hearing-impaired population.
- b) **Robust technology:** Proactive outbound call traffic will be managed and delivered using automated dialing, which allows connection to participants in an efficient manner. All telephonic and data traffic will be routed over dedicated high-speed telecommunication (T1) lines. All traffic will be monitored including load and volume metrics on all network and telephone components to identify problem areas and provide the appropriate bandwidth across the environment to support all communications requirements. Rapid scalability of high-throughput data traffic and dedicated voice-channel services will be available and configurable via existing connections and hardware.
- c) **Internet Accessibility:** Participants must be able to access cessation information, counseling and NRT through both the telephone—and land lines and mobile devices—and the Internet.
- d) **Internet-Accessible Services—Technical Requirements:** The successful offeror will provide Internet-accessible services within the following technical parameters:
 - i. Response time for participants to connect with offeror's Internet-based participant services (such as web pages, provider training, Internet-based email, instant messaging, downloading resources posted online) must be 3 seconds or less for no less than 90 percent of the time, 24 hours per day, 7 days per week, less Excluded Down-Time agreed to by DOH.
 - ii. Excluded Down-Time is defined as the number of minutes of any planned or scheduled down-time. DOH will receive no less than 24-hours advance notice of any planned or scheduled down-time required and immediate notice of any emergency down-time.
 - iii. The system protects against unauthorized third parties accessing participant information or monitoring participant use of services.
 - iv. Services are accessible by participants using common browser programs, such as Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari. The system provides sufficient bandwidth to accommodate the projected number of participants per year.

Deliverable 6 - Hours of Operation

- a) Ensure that a live response by trained staff will be available at the following times, at a minimum:
 - i. Availability to receive inbound calls 24 hours per day/7 days per week excluding major holidays as negotiated with the project manager.
 - ii. Additional live responses beyond the hours of service listed may be provided in conjunction with special media events as mutually planned and agreed upon with DOH.
- b) All inbound calls must be answered by trained staff and not sent to a voicemail or message service during hours of operation.
- c) Participants will be contacted within their specified best time in Alaska Standard Time, with the exception of weekends where operation hours are utilized to increase contact with participants. During non-operation hours, a bank of recorded information messages will be available for callers looking for support or information. Alaska callers will have the option to leave a voicemail, listen to tailored messages, or both.
- d) Service Delivery may be closed on the following holidays: Independence Day, Thanksgiving Day and Christmas Day. Service Delivery may close at 11 am Alaska Standard Time on Christmas Eve and 2pm

Alaska Standard Time on New Year's Eve. Incoming calls during non-operation days will be routed to voicemail indicating that services are closed and messages will be returned the next business day.

Deliverable 7 - Staffing

- a) When hiring additional intake and coaching staff, the successful offeror will prioritize hiring 1-2 local Alaska-based coaching or counseling staff who will provide dedicated services to Alaskan quit line participants. Hiring will prioritize those with Tribal health or rural service delivery experience in Alaska and salaries will be competitive with similar positions in rural Alaska. These staff will be available for Alaska participants who wish to receive services from an Alaska-based coach.
- b) The successful offeror will meet the staff training and capacity requirements set forth in this section. The successful offeror will develop and maintain a staffing plan that:
 - i. Ensures a live response by trained staff will be available during hours of operation Alaska Standard Time previously mentioned in this RFP.
 - ii. Ensures that access to Internet-based services is available 24 hours per day, seven days per week, except for the Excluded Down Time as defined in this RFP.
 - iii. Text-to-Quit services are available and responsive during hours of operation previously mentioned in this RFP.
 - iv. Ensures provision of services in, at a minimum, English, Spanish and using TDD (Telecommunications Device for the Deaf) and Telecommunications Relay Services (preferably Video Relay Service using American Sign Language) during live answer hours and arranges for real-time translation services for other languages. Ensures third-party translation in 200+ languages (see Attachment 1). Solicits third party translation in the Yup'ik language.
 - v. Ensures a ratio of at least one supervisor to every 15 counselors.
 - vi. Meets or exceeds the following performance standards:
 - 95% of responses to participant inquiries occur within 24 hours.
 - 95% of referrals received by means other than a live call from a person using tobacco are followed up within one business day.
 - 90% of calls received during working hours are answered live within 30 seconds.
 - Less than 3% abandonment rate for calls waiting longer than 30 seconds following the initial participant queue message.
 - A minimum of five attempts are made at generally accepted times of day such as mid-morning, noon, afternoon, and mid-evening to contact missed callers before they are deemed "unreachable."
 - Responses to email, text messages or Internet postings occur within 24 hours.

Required Staff Positions

- a) Project Manager
- b) Accounts Manager
- c) Technology Manager
- d) Medical Director
- e) Clinical Director
- f) Cessation counselors: Hire and retain counselors with:
 - i. A bachelor's degree in counseling/addiction studies, community health education, social work, psychology, or a related behavioral health field.

- ii. Skills in culturally competent principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse.
- iii. Knowledge of specific issues related to tobacco dependence, including nicotine replacement therapy and other pharmacotherapy aids.
- iv. English and/or Spanish language proficiency.
- v. Counselors must receive documented professional training in evidence-based cessation methods prior to taking live calls.
- vi. The ideal counselors will be certified Tobacco Treatment Specialists.
- vii. Cessation counselors must not use tobacco or nicotine products.

General staff training:

The successful offeror will provide:

- a) Orientation and ongoing training for all staff who interact with Alaska participants, including general cultural responsiveness training and specific training about working with populations experiencing tobacco-related health disparities, such as Medicaid enrollees, uninsured callers, persons with mental illness/substance abuse issues, hearing impaired adults, people with disabilities, Alaska Native, Native Americans and other ethnic minorities.
- b) Provide periodic training regarding the provision of culturally responsive services for populations experiencing tobacco-related disparities.
- c) Maintain training and qualifications documentation in personnel files for all professional staff answering quit line calls and responding to mobile phone text messaging and Internet-based communications.
- d) A dedicated staff and leadership will ensure accurate analysis of call volume trends and produce call forecasts, peak volume windows, and schedule counselors accordingly to ensure that enough coaches are available to handle projected call volumes while maintaining the performance standards listed above.

Deliverable 8 - Evaluation Protocol

The successful offeror must provide evaluation services as well as provide all data to the evaluation contractor through TPC. The evaluation protocol must have the capacity for expansion and reduction of services and be subject to change at the TPC Project Director's request. The successful offeror will, as requested:

- a) Provide ongoing monitoring of QL utilization patterns by provision of monthly datasets and supporting documentation with data areas and topics to be identified and adjusted by the TPC Evaluation Team as needed.
- b) Provide ongoing monitoring and tracking of service satisfaction and outcomes among participants to be shared back with DOH monthly.
- c) Provide raw datasets, survey and analysis instruments and protocols, variable names and data definitions to DOH and DOH-approved contractors.
- d) Provide support during robust evaluations conducted by DOH and DOH-approved contractors.
- e) Provide DOH and organizations under contract to DOH with de-identified and/or identifiable data for use in internal performance monitoring and independent evaluations.

- f) Provide consultation to DOH and organizations under contract to DOH around the transfer, processing, and interpretation of de-duplicated datasets from evaluation surveys.
- g) Provide consultation to DOH and organizations under contract to DOH around processes for linking evaluation survey data to caller data contained in registration and/or service delivery databases.
- h) Ensure evaluation services additionally coincide with annual CDC and NAQC evaluation and reporting requirements.
- i) Have a designated technical staff available to discuss data quality and processing by request by DOH or DOH evaluation contractor.

Deliverable 9 - Database and Reporting Requirements

The successful offeror will:

- a) Provide a data dictionary as defined in the Definitions section of all data collected in registration, coaching sessions, NRT assessments and assignments, participant follow-up, and digital activity. This dictionary will include each data element collected through the quit line.
- b) Maintain a computerized database system that documents all requested demographic and service delivery data. The system must have the capacity to accurately tabulate demographic, service delivery, referral, and caller characteristic data for discrete individuals. Any new variables must be added to keep the Data Dictionary current. Documentation for the process by which this tabulation is completed must be provided. The system must also have the capacity to generate aggregate reports that include and provide for the cross-tabulation of database elements. The offeror must provide DOH with an accurate and reproducible means of calculating unique and de-duplicated caller demographic information, service delivery, referral, and other database elements. These calculations must be able to be correlated to the caller's registration date and must be possible to perform using external statistical software packages.
- c) Collect and send a copy of all demographic and call utilization data to the DOH Evaluation staff monthly and ensure that these files do not contain any duplicate entries. Upon request, data, including personal identifiers, will be shared with independent evaluation organizations under contract to the State of Alaska. Data is to be transmitted using a secure process and will include all requested data fields. All data transfers shall be Health Insurance Portability and Accountability Act (HIPAA) compliant. DOH will be informed and consent to any data analysis project that includes Alaska data. Data which specifically identifies outcomes regarding Alaska will not be published, presented, or shared without the consent of DOH.
- d) Provide weekly, monthly, quarterly, and annual reports summarizing DOH-requested data fields and cross-tabulations. Such data fields include, but are not limited to: call volume, caller demographics and characteristics, service provision, and referral information.
- e) Generate and provide DOH and DOH-approved contractors with any data needed to conduct an independent evaluation and will provide consultation on linking registration and service delivery data with evaluation data.
- f) Provide monthly activity reports that include but are not limited to details regarding training and education provided to staff, marketing and promotion efforts, numbers of NRT, Quit Kits, Provider Kits, Alaska Native Supplemental Information Sheets (and other materials agreed upon for distribution) sent out, quality improvement efforts, etc.

- g) Consultation with TPC contracted data system experts to be provided by request (e.g., regarding questions about the datasets, definitions, or ability to generate numbers that match separately provided aggregate reports). Provide staff to reliably answer questions and meet to discuss data discrepancies with TPC data experts as needed.
- h) Provide required reporting measures including annual reports to the Centers for Disease Control and Prevention (CDC), North American Quit Line Consortium (NAQC), and National Quit Line Data Warehouse (NQDW).
- i) Respond to custom data requests to meet CDC, NAQC, NQDW, and other national reporting requirements.
- j) Provide monthly progress reports on performance standards.
- k) Provide monthly customer quit and satisfaction report.
- l) Provide a contract year-end final report in a format approved by the TPC Project Director.
- m) The successful offeror will use the DOH-approved secure transfer mechanisms for special or ad hoc file transfers. All routine, scheduled, or ongoing data transfers must be conducted via a dedicated SFTP connection established in coordination with DOH.

Deliverable 10 - Business Requirements

- a) No contractor and any subcontractor(s) can currently have or had within the past five years a contract or affiliation with companies which profit from the manufacturing, marketing, sale, or distribution of products classified as tobacco products under the Food and Drug Administration's 2016 Deeming Rule. In addition, the winning contractor or any proposed subcontractor(s) may not accept tobacco industry business (contract or affiliation) for the duration of this contract.
- b) The contractor and any subcontractor(s) will be prohibited from contact with state legislators or their staff for purposes of influencing any legislative policies or funding decisions related to these services.
- c) Upon contract signing, the contractor will provide the TPC Project Director with a summary of all written protocols.
- d) The contractor's Project Manager or designee shall be available to the TPC Project Director during standard business hours (Alaska Standard Time) by telephone and email and be able to respond to inquiries made by the TPC Project Director within 48 hours, throughout the course of this contract.
- e) At the direction of the TPC Project Director, the contractor will collaborate and partner with existing TPC Program Grantees to foster and support use of the quit line by their regional populations.
- f) The contractor will collaborate with the TPC Project Director in arranging verbal contract management meetings to occur no less than once a month. As part of these monthly meetings, the contractor will also meet with DOH, Breathe Free Alaska Coalition and key stakeholders as needed for coordination and planning meetings to increase comprehensive cessation services to Alaskans.

- g) The contractor will present in-person at the Alaska TPC Annual Grantee Training typically held every October for 3 days, or virtually as determined by SOA TPC.
- h) The contractor will provide a detailed Incoming Transition Work Plan including a timeline of activities to guide the implementation of the ATQL from date of award to “go live” date. Indicate responsible party, milestones, and specific date estimates. Include a narrative description of the individual items or the timeline as a whole, as needed.
- i) The contractor will provide a detailed Exit Transition Work Plan that describes continuity of services for enrolled participants prior to transition, call numbers and online service transfer, re-enrollment call-back to prior participants, and reporting data. The contractor shall ensure that the transition to the successor vendor for future ATQL RFPs is seamless and without interruption of services to ATQL participants, partners, and other relevant parties.
- j) Payments will be invoiced monthly with fees and services broken down by line items. Invoices will be sent to appropriate DOH staff for approval and processing.

Deliverable 11 - Materials Development and Distribution

- a) In collaboration with and upon approval from DOH, the successful offeror will print and provide to appropriate participants the existing Alaska’s Tobacco Quit Line-branded customized Quit Guides, Alaska Native Supplemental Information Sheet, Behavioral Health Supplemental Information Sheet, Chronic Disease Management Supplemental Information Sheet, and Assembled Provider Kits. Any additional materials that may be developed over the course of the contract will be agreed upon by DOH and successful offeror.
- b) In collaboration with DOH, complete printing and distribution of customized, Alaska-specific inserts will include:
 - i. Chronic Disease information and resources for callers who self-identify as having one or more chronic health conditions
 - ii. Tailored cessation support inserts for priority populations
 - iii. List of local Alaskan cessation programs
 - iv. Resources for accessing a Healthcare navigator for callers who self-identify as not having insurance
 - v. Resources about SNAP, WIC and additional resources for callers who self-identify as experiencing food insecurity such as Alaska 2-1-1.
<https://search.alaska211.org/Subcategory.aspx?;0;;N;0;0;Food%20and%20Nutrition;;468>
 - vi. Directory of Federally Qualified Health Centers for those who indicate they do not have a primary care provider
 - vii. Lung Cancer screening decision aides for those who are eligible for lung cancer screening based on USPSTF guidelines.
- c) In collaboration with DOH, create Provider Kits that will contain the following:
 - I. Introductory Letter
 - II. Customized Chronic Disease Inserts
 - III. Fax Referral Form
 - IV. Provider Information Sheet
 - V. Quit Line Rack Card
 - VI. Quit Line literature Order Form

In collaboration with DOH, develop and distribute Alaska Tobacco Quit Line Quit Guide which integrates instructions on how to use NRT and holistic, culturally relevant methods to manage cravings.

Deliverable 12 - Enhanced Patient Navigation Pilot Project

- a) In collaboration with the SOA TPC team, support the planning, development, and implementation of enhanced patient navigation pilot for quit line enrollees which supports linkages to care for cooccurring conditions. The vendor will maintain an updated list of resources with the support of the project manager.
- b) The vendor will integrate enhanced patient navigation into the quit line enrollment process to ensure wrap around support for patients who identify as experiencing other chronic physical, mental, and behavioral conditions including substance use disorders, diabetes, and cardiovascular disease in the enrollment process.
- c) The vendor will coordinate with the project manager and state office to identify sample for this pilot, identify effective screening tools, and develop referral protocols to be initiated during the enrollment process. Vendor referrals to care must be conducted through warm handoffs with follow up support integrated into individualized quit plans and subsequent coaching calls.
- d) The vendor will support data collection necessary to track outcomes and share data with the State TPC team and contracted evaluation team for an independent evaluation process, coordinating program improvement based upon key findings. These data points will be jointly agreed upon during the planning stages of this project.

Deliverable 13 - Pilot Projects

- a) Throughout the duration of this contract, the successful offeror will participate in ongoing review and discussions of research-based, promising practices for integrated tobacco and chronic disease interventions and service delivery.

In collaboration with TPC, the successful offeror will participate in the planning, development, and implementation of research informed integrated service delivery pilot projects based upon available contract funds and vendor capabilities. They will also support evaluation of pilot projects through negotiated data collection and reporting to TPC Evaluation team and contractor for independent evaluation.

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 initial term of the contract will be for one year starting from the date of award, with six additional, one-year renewal options to be executed at the sole discretion of the state. The total term, if the renewals are executed, will be seven years.

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 as identified in Submittal Form H- Cost Proposal.

SEC. 3.07 PAYMENT PROCEDURES

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

SEC. 3.08 CONTRACT PAYMENT

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

For agreements over \$500,000, under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under \$500,000 for the undisputed purchase of

goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 3.09 ELECTRONIC PAYMENTS

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

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

SEC. 3.10 LOCATION OF WORK

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

When required, the project director will notify the contractor of any travel needed, and all travel must receive approval from the project director **prior** to the travel occurring.

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

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

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

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must 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. 3.11 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 be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form F as to which subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

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

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

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

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 CONTRACT PERSONNEL

Any change of the project team members listed on Submittal Form A, or subcontractors listed on Submittal Form G, 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. 3.15 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. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide

the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.18 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. 3.19 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. 3.20 TERMINATION FOR DEFAULT

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

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format 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 |
| Submittal Form B – Experience and Qualifications | 10 |
| Submittal Form C – Understanding of the Project | 10 |
| Submittal Form D – Methodology Used for the Project | 25 |
| Submittal Form E – Management Plan for the Project | 10 |
| Submittal Form F – Mandatory Requirements | N/A |
| Submittal Form G – Subcontractors | N/A |
| Submittal Form H – Cost Proposal | N/A |

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

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

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

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detailed information on their specific experience in state Quit Line service administration and management within the last five (5) years.

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

Offerors must detail their other specific areas of expertise, including but not limited to managing third party NRT delivery services, quit coach experience, creating managing and sharing health data, long-distance delivery of services to rural areas, and creating and implementing programs and trainings for specific populations within the last five (5) years.

Offerors must provide detailed information on prior work experience with successfully administering statewide, distance-delivered services through contracts with government agencies within the last five (5) years.

Offerors must provide detailed information on collecting, managing, and securely sharing data collected from patient enrollments for a state quit line with a state agency within the last five (5) years.

Offerors must provide experience and qualifications for the medical director or other medical personnel in medicine and cognitive-behavioral counseling within the last five (5) years.

Offerors must provide experience in developing and maintaining online health-related trainings for both health professionals and general public within the last five (5) years.

This section must provide the following information about each person listed

- (a) title
- (b) resume
- (c) location(s) where work will be performed

References.

Offerors must provide two references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five years. The reference form

attached to this RFP, titled "RFP 2025-1600-0271- Reference Form" must be completed by each reference and submitted directly to the procurement officer, not to the offeror. The reference must be completed by someone who was directly and heavily involved with the related project and not by any third-party representatives or consultants of the agency.

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) however resumes will not count against the set page limit.

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

Offerors must provide detailed information that demonstrates their understanding of the requirements of the project and how to meet the state's needs.

Offerors must describe the science base for quit line services, including use of the USPTF Treating Tobacco Use and Dependence Clinical Practice Guideline and demonstrate in their proposal how quit line services will be structured based on those guidelines. The offeror must describe understanding of quit line structures, protocols, and best practices.

Offerors must demonstrate an understanding of operating services in the state of Alaska, including Alaska's unique geography, barriers to access in rural communities, broadband capabilities and limitations, and mail delivery infrastructure. The proposal must address the offeror's understanding of these challenges to service delivery and methods of overcoming them.

Offerors must demonstrate an understanding of Alaska's diverse cultures and languages and demonstrate methods to ensure relevant service delivery to many populations.

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 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide a narrative detail that demonstrates the methodology they will employ for operating Alaska's Tobacco Quit Line and how the methodology will serve to accomplish outcomes and meet the state's needs.

Vendor's proposal shall include, in narrative, outline, and/or graph formats, as applicable, the Vendor's approach to meeting the objectives and accomplishing the tasks outlined in the Scope of Work and Deliverables in Sections 3.01 and 3.02. At minimum, it should include the following:

1. Security Assessment

- a. Demonstrate understanding in need to conduct IT Security Assessment at beginning of contract and every three years following.

2. Service Protocol

- a. Describe overall program design and services provided that will be provided through the Alaska Tobacco Quit Line (ATQL).
- b. Describe enhanced/tailored programs that will be provided through the ATQL.
- c. Describe how Vendor will ensure timely NRT shipments are received by quit line participants within the state of Alaska, as well as bulk NRT shipments to clinics.
- d. Describe protocol in developing, hosting, and delivering provider trainings while maintaining current CME accreditation.

- e. Describe experience and methods in providing culturally responsive training to Vendor employees and providing culturally responsive service.
- f. Describe methods in incorporating lung cancer screening assessments and resource referrals through caller interactions and protocol for this screening.
- g. Describe Vendor experience and protocols created for: public issues that may disrupt normal business, call/registration volume surges, NRT shortages, and any other relevant situations that may affect normal flow of service.
- h. Describe Vendor ability to modify billing practices for special circumstances.
- i. Submit the following with proposal:
 - i. Written protocols/scripts for registration/intake and each coaching session for the general population, as well as for those in identified enhanced programs for behavioral health and pregnancy. Also include average length of intake and coaching sessions.
 - ii. Written protocols for callers/registrants under the age of 18.
 - iii. Written protocols for interested callers who do not register but would like more educational information provided.
 - iv. Written protocols and experience for providing services to those in Alaska Native/American Indian populations, including experience developing and implementing tailored programs for Alaska Native/American Indian people
 - v. Written protocols for providing information on local cessation resources.
 - vi. A sample audio recording of an actual call or session from one of the vendor's counselors on registration, counseling, and follow-up calls.
 - vii. A list of all languages within the translation services that the vendor provides or will contract to provide.
 - viii. An example of enrollment confirmation and certificate of completion.
 - ix. Written protocol for collecting ATQL success stories through a HIPAA-compliant process.
 - x. Written protocols for handling crisis inquiries or complaints.
 - xi. A sample or the NRT authorization form letter that the physician will sign and return to the vendor authorizing the Vendor to send NRT to participants in the pregnancy program.
 - xii. A visual timeline of coaching sessions for the general program, behavioral health program, pregnancy program, young adult program, and any other relevant programs the vendor may currently provide. Identify when NRT is ordered and received for each program.
 - xiii. Protocols for web-based and text message service delivery.
 - xiv. Proposals for new products, technology, or methods of service delivery for review, including how it currently is or will be used within the program structure and costs associated with it.
 - xv. Estimates of number of calls/sessions occurring each month.
 - xvi. Estimates of length of intake/enrollment and session times.
 - xvii. Estimates of number of NRT shipments each month.
- j. Provide general program quality assurance and improvement protocols.
- k. Explain experience and protocol in providing program service adjustments for State quit line programs, including collaborating with State staff in building and incorporating new program enhancements based off State recommendations.

3. Fax, Online, and Electronic Referral Protocol

- a. Describe the vendor's fax referral programs in other states.
- b. Describe how the vendor identifies referral sources.

- c. List all ways referrals can be received and how the feedback or outcome report is received from those referral types.
 - d. Describe ability to receive and provide feedback electronically through feeds or electronic medical record systems, or secured emails in compliance with HIPAA.
 - e. Describe vendor experience in implementing and using bidirectional electronic referral systems and the number of participants using such means for referral and feedback.
 - f. Describe the process of working with health care systems and Vendor to create bidirectional referral systems.
 - g. Provide cost and average timeline of implementing bidirectional referrals through SFTP, HL7v2, v3 or other platforms.
- 4. Counseling Protocol**
- a. Provide vendor's screening and NRT dosing protocol for participants.
 - b. Describe vendor's tobacco cessation counseling services, interventions, and protocols.
 - c. Describe protocol to assess participants readiness to quit.
 - d. Describe counseling protocol for people participating in Pregnancy and Mental and Behavioral Health programs.
 - e. Describe initial and ongoing training for counseling for Vendor counseling employees.
- 5. System Capability**
- a. Describe the technical system of the service center including personnel, facilities, software, and equipment available to provide toll-free telephone and digital services.
 - b. Describe how system manages simultaneous in-bound and out-bound call and session traffic and manages higher than average traffic.
 - c. Describe the TTY capability the vendor provides for the deaf and hard of hearing community.
 - d. Describe internet accessibility and how services are provided via internet.
- 6. Hours of Operation**
- a. Describe the hours of operation, including hours of live response time in Alaska Time.
 - b. Describe how calls on holidays are handled.
 - c. List holidays on which Alaska's Tobacco Quit Line would not be operational.
 - d. Describe how calls and staffing are managed with increased call volumes.
- 7. Staffing Protocol**
- a. Provide a detailed vendor staffing plan as it pertains to this contract.
 - b. Provide job descriptions of all required staff positions as well as any other vendor staff assigned to this contract.
 - c. Provide a detailed plan for recruiting and hiring Alaska-based staff or staff with experience serving rural and tribal communities in Alaska.
 - d. Provide the vendor's counselor orientation, training, and continuing education protocols.
 - e. Provide monthly staffing schedule.
 - f. Provide resumes for the following positions: Chief Executive Officer, Chief Financial Officer, Medical Director, Technology Manager, Data Manager, Accounts Manager, and any other relevant position in regard to this contract.
- 8. Evaluation Protocol**
- a. Describe vendor protocol for monitoring ATQL utilization patterns.
 - b. Describe vendor protocol for monitoring and reporting service satisfaction, participant characteristics, quit rates and correlations between these data.
 - c. Describe experience and plan in supporting and participating in robust, independent evaluations conducted by project management agency, or their contracted agency.

9. Database and Reporting Requirements

- a. Provide a data dictionary of all data collected in registration, coaching sessions, NRT assessments and assignments, participant follow-up, and digital activity.
- b. Describe how demographic and service delivery data will be collected, stored, managed, tracked, and shared with DOH staff.
- c. Describe the frequency in which reports will be delivered to DOH staff.
- d. Provide samples of weekly, monthly, quarterly, and annual reports with definitions of each item contained in the report.
- e. Describe vendor experience in supporting state staff and other identified contractors in supporting or troubleshooting data requests, issues, projects, external evaluations, etc.
- f. Describe protocol and experience in providing required reporting measures for CDC, NAQC, and NQDW.
- g. Describe vendor experience in working with the MOVEit platform or similar systems.

10. Business Requirements

- a. Describe how the vendor intends to manage check-ins and project updates with DOH staff. Include frequency and mode of update delivery (Teams/Zoom meetings, email, phone, etc.)
- b. Describe vendor experience in working with state coalitions to provide information and receive feedback from state partners.
- c. Describe how vendor will attend and support the Alaska TPC Grantee Annual Training.
- d. Provide detailed Incoming Transition protocols and Exit Transition protocols.
- e. Provide a sample monthly invoice with services broken down and definitions of each item contained in the invoice and confirm ability to amend format based on program needs.

11. Materials Development and Distribution

- a. Describe experience in collaborating with state staff in printing, digitally delivering, and providing state-created materials to appropriate participants.
- b. Provide samples of cessation materials/kits provided to interested and enrolled quit line callers/enrollees.
- c. Provide samples of provider kits.
- d. Describe evidence-base of Vendor materials and explain who developed or develops them.

12. Enhanced Patient Navigation Pilot Project

- a. Describe how vendor will collaborate with SOA TPC team to plan and implement a pilot project for enhanced patient navigation for chronic diseases and mental and behavioral health conditions.

13. Pilot Projects

- a. If applicable, describe how vendor has previously identified opportunities for pilot projects and general steps taken for proposal and implementation.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

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

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

Offerors must provide a clear organizational chart of staff positions as it relates to managing Alaska's Tobacco Quit Line and clearly explain the roles of the staff involved with this project and the personnel assigned to accomplish each component and deliverable of the RFP; illustrate the lines of authority; designate the individual

responsible and accountable for the completion of each component and deliverable of the RFP. They must also identify who will coordinate and communicate with DOH staff and management of the partnership.

Offeror must identify any potential issues, risks, or problems they foresee effectively managing Alaska's Tobacco Quit Line for rural communities that may be off the road system, have limited internet access, may not have English as its most prevalent language, and other similar dynamics.

Offerors must clearly describe how NRT delivery will be managed either by themselves or a third-party vendor.

Offerors must provide a clear, achievable timeline for the first year of the project to describe project workflow.

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. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)

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

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

Offerors must complete and submit this Submittal Form.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

| Qualifications Criteria | Weight |
|---|--------|
| Experience and Qualifications (Submittal Form B) | 100 |
| Understanding of the Project (Submittal Form C) | 95 |
| Methodology Used for the Project (Submittal Form D) | 110 |
| Management Plan for the Project (Submittal Form E) | 95 |
| Interviews | 100 |
| Total | 500 |

| Cost Criteria | Weight |
|---------------|--------|
|---------------|--------|

| | | |
|---------------|--------------------|-----|
| Cost Proposal | (Submittal Form H) | 400 |
| Total | | 400 |

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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 |
|------------------|--------------------|--------------------|--------------------|--------------------|----------------------|----------------|
| Offeror 1 | 10 | 5 | 5 | 10 | 30 | 75 |
| Offeror 2 | 5 | 5 | 5 | 5 | 20 | 50 |
| Offeror 3 | 10 | 10 | 10 | 10 | 40 | 100 |

Offeror 1 was awarded 75 points:

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

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

Offeror 2 was awarded 50 points:

Maximum Points Available (100)
 _____ = 2.5
 Maximum Combined PEC Score Possible (40)

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

Offeror 3 was awarded 100 points:

Maximum Points Available (100)
 _____ = 2.5
 Maximum Combined PEC Score Possible (40)

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated 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 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated based on how well the offeror demonstrates their methodology for the project requirements in response to section 4.06 and how it meets the state's needs.

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated based on how well the offeror demonstrates their management plan for the project requirements in response to section 4.07 and how it meets the state's needs.

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.09 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

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

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

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

Alaska Bidder Preference Certification Form

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.12 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 5.13 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SEC. 5.14 SHORTLISTING

After proposals have been prioritized, the State may shortlist and interview the top three highest ranking offerors. 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. 5.15 INTERVIEWS OF CRITICAL TEAM MEMBERS

The state may conduct a group interview with 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.

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.

Interviewees may be 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, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

The interviews will be conducted remotely 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 |

Introductions will be used solely for introducing State of Alaska members’ names. The maximum time for the interviews is 60 minutes. The state will strictly enforce the time limit.

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.

SEC. 5.16 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. 5.17 CONTRACT NEGOTIATIONS

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

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

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

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

The state may terminate negotiations with the offeror initially selected and commence negotiations with an alternative offeror.

SEC. 5.18 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 contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document, and no alteration of these provisions will be permitted without prior written approval from both DOH Security Office and the Department of Law.

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 5.17, 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 5.17, 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 – Language List
- 02 – RFP 2025-1600-0271 Submittal Forms A – G
- 03 – RFP 2025-1600-0271 Submittal Form H – Cost Proposal
- 04 – Non-disclosure Agreement and Intent to Propose (v251001)
- 05 – RFP 2025-1600-0271 Reference Form
- 06 – Standard Agreement Form – Appendix A
- 07 – Appendix E- DOH BAA & ISA