



**STATE OF ALASKA**  
Department of Corrections  
Anchorage Procurement Section  
550 W. 7<sup>th</sup> Ave., Suite 1800  
Anchorage, AK 99501

## **Request For Proposals**

**RFP# 2015-2000-2727**

Date of Issue: August 6, 2014

Title and Purpose of RFP:

**X-Ray Technician Services**  
**Anchorage Correctional Complex, Anchorage, Alaska**

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 continue to monitor that same web site for additional postings and/or register with the procurement officer listed in this document to receive subsequent amendments. Failure to acknowledge amendments to this RFP may result in the rejection of your offer.

Gary Bailey  
Procurement Officer  
Department of Corrections  
gary.bailey@alaska.gov

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Corrections  
Division of Administrative Services  
Attention: Gary Bailey  
Request for Proposal (RFP) Number: 2015-2000-2727  
Project Name: X-Ray Technician Services  
550 W. 7<sup>th</sup> Ave, Suite 1800  
Anchorage, Alaska 99501-3569

If using U.S. mail or a delivery service, please use the following address:

Department of Corrections  
Attn: Gary Bailey – #2015-2000-2727  
550 W. 7<sup>th</sup> Ave., Suite 1800  
Anchorage, AK 99501

#### Proposal Deadline:

Proposals must be received at the office of the procurement officer no later than **2:00 P.M., Alaska Time on August 28, 2014**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

#### Faxing Proposals:

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at 907-269-7344 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. Fax # 907-269-7345.

#### Emailing Proposals:

It is the offeror's responsibility to contact the issuing agency prior to emailing their proposal. If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [gary.baileyak@alaska.gov](mailto:gary.baileyak@alaska.gov) as separate documents, clearly label attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at 907-269-

7344 to confirm that the proposal has been received. The state is not responsible for any unreadable, corrupt, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified and rejected. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: GARY BAILEY – PHONE 907-269-7344; FAX 907-269-7345; TDD 907-269-7340, Email address: [gary.bailey@alaska.gov](mailto:gary.bailey@alaska.gov)

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

## 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska'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 will be shifted by the same number of days.

The length of the contract will be from the date of contract, approximately November 1, 2014 through June 30, 2015, with optional one year renewals up to October 31, 2017 if exercised.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP: August 6, 2014;
- Questions Deadline: August 20, 2014;
- Proposals Due: August 28, 2014;
- Proposal Evaluation Committee completes evaluation by: September 12, 2014;
- State of Alaska issues Notice of Intent to Award a Contract: September 16, 2014;
- State of Alaska issues contract: September 27, 2014;
- Contract starts: November 1, 2014 (target date);
- First period of performance November 1, 2014 to June 30, 2015;
- Second period of service (if State exercises option to renew): July 1, 2015 - June 30, 2016;
- Third period of service (if State exercises option to renew): July 1, 2016 - June 30, 2017;
- Fourth period of service (if State exercises option to renew): July 1, 2017 - Oct. 31, 2017.

### **1.03 Purpose of the RFP**

The Department of Corrections, Division of Administrative Services is soliciting proposals for the services of a qualified and licensed x-ray technician to provide diagnostic x-rays in support of the care of ambulatory inmates housed at the Anchorage Correctional Complex, Anchorage, Alaska (This solicitation does *not* include the services of a radiologist.) A more detailed description of the scope of work is provided in Sections 4 and 5.

### **1.04 Budget**

Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. Funds are limited and negotiations may be necessary depending upon cost proposals submitted.

### **1.05 Location of Work**

The services will be provided at the Anchorage Correctional Complex East, 1400 E. 4<sup>th</sup> Avenue, Anchorage, Alaska.

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.

The state will provide workspace and equipment for the contractor.

### **1.06 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: <http://www.state.gov/j/tip/>

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

## **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.

## **1.08 Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must 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 solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## **1.09 Questions Received Prior to Deadline for Receipt of Proposals**

**All questions must be received by 2:00 p.m. on August 20, 2014**, and must be in writing and directed to the issuing office, addressed to the procurement officer. 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.

## **1.10 Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy 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 web site.

## **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.

## **1.12 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.

### **1.13 State Not Responsible for Preparation Costs**

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

### **1.14 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

### **1.15 Subcontractors**

Subcontractors may be used to perform work under this contract and are required for any and all absences during the course of any performance period. The offeror must identify in the proposal the

names of the subcontractors that will perform all work under the resulting contract.

The offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license and required certifications;
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

**NOTE:**

Subcontractors are required during all absences:

All subcontractors must be approved by the DOC project director or designee, prior to any absences.

Failure to provide an approved subcontractor and leaving the DOC with no x-ray services will result in the contractor will:

- pay for any services rendered by another provider during their absences.

The offeror will be required to have at minimum one subcontractor in place at all times during the term of any resulting contract to cover the services required in this RFP.

## **1.16 Joint Ventures**

Joint ventures will not be allowed.

## **1.17 Offeror's Certification**

By signature on the proposal, offeror's certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

### **1.18 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Corrections reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

### **1.19 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.

### **1.20 Solicitation Advertising**

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

### **1.21 News Releases**

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

## **1.22 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.

## **1.23 Disputes**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS

36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **1.24 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.

## **1.25 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

## SECTION TWO STANDARD PROPOSAL INFORMATION

### 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

### 2.02 Pre-proposal Conference

No pre-proposal conference is scheduled. An offeror may submit a request for the Department to hold a pre-proposal conference, but the final decision to hold a conference will be made by the Department.

### 2.03 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.

### 2.04 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.

### 2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflicts 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:

- a) 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
- b) 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.

### 2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result

in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## 2.07 Discussions with Offerors

The state may conduct discussions with offeror's 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 offeror's 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 offeror's 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.

## 2.08 Prior Experience

In order for offers to be considered responsive offeror's must meet these minimum prior experience requirements.

- [a] Mandatory Qualifications – The x-ray technician must be on the National Registry of the American Registry of Radiologic Technologists (ARRT) and hold current ARRT credentials. Verification of ARRT membership must be provided with the proposal.
- [b] Prior Experience – No specific minimums have been set for this solicitation, however offeror's must indicate whether or not they have prior experience in providing the services required under this solicitation, or similar services. A resume including the experience of individuals to be involved in the delivery of direct services must be provided with the proposal.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## 2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

## 2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

## 2.11 F.O.B. Point

NOT APPLICABLE.

## 2.12 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 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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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 offeror's must hold any other necessary applicable professional licenses required by Alaska Statute.

## 2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Service's web site:  
<http://doa.alaska.gov/dqs/policy.html>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation 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.

## 2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent 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 Affidavit**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## **2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

An Alaska Veteran Preference of five percent, 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.

### **Alaska Veteran Preference Affidavit**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

## **2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

**EXAMPLE**

### **Formula Used to Convert Cost to Points**

**[STEP 1]**

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

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

**[STEP 2]**

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

**Offeror #1 receives 40 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, 40 points.

**Offeror #2 receives 37.4 points.**

$$\begin{array}{l} \$40,000 \times 40 = 1,600,000 \div \$42,750 = 37.4 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array}$$

Offeror #2  
Adjusted By  
The Application Of  
All Applicable  
Preferences

**Offeror #3 receives 33.7 points.**

$$\begin{array}{l} \$40,000 \times 40 = 1,600,000 \div \$47,500 = 33.7 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array}$$

Offeror #3  
Adjusted By  
The Application Of  
All Applicable  
Preferences

**2.17 Alaska Offeror Preference  
AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offeror's a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

**EXAMPLE**

## Alaska Offeror Preference

### [STEP 1]

Determine the number of points available to Alaskan offeror's under the preference.

#### Total number of points available - 100 Points

$$\begin{array}{rccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

*Offeror #1 - 89 points*  
*Offeror #2 - 80 points*  
*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***  
*Offeror #2 - **90 points***  
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

## 2.18 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the DOC conference room on the 18th floor of the Atwood Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

## 2.19 Failure to Negotiate

If the selected offeror

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

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

## **2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offeror's. The NIA will set out the names of all offeror's and identify the proposal selected for award.

## **2.21 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:

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

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

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 offeror's 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 THREE**

### **STANDARD CONTRACT INFORMATION**

#### **3.01 Contract Type**

##### **Fixed Price Contract**

The resulting contract will be a firm fixed price contract.

#### **3.02 Contract Approval**

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 Corrections, 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.

#### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

#### **3.04 Proposal as a Part of the Contract**

This RFP and the successful proposal will be incorporated and part of any resulting contract.

#### **3.05 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.

#### **3.06 Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

### **3.07 Bid Bond - Performance Bond - Surety Deposit**

NOT APPLICABLE TO THIS RFP.

### **3.08 Contract Funding**

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

### **3.09 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director. All billings must be submitted timely and reference the RFP and contract number.

#### **NOTE:**

FEDERAL INMATES - Services provided for Federal Inmates will be billed separately and directly with the Federal Government. Department of Corrections will not pay for federal inmate services unless agreed upon by both parties (DOC and Contractor) and in writing. Contractor may be allowed to deduct an agreed upon amount of time allowed if approved by the DOC and in writing.

If the contractor bills DOC for a federal inmate DOC will request the contractor to deduct the time billed and bill the federal government. The amount deducted will be agreed upon by both parties and confirmed in writing.

### **3.10 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### **3.11 Informal Debriefing**

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

### **3.12 Contract Personnel**

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

### **3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order 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.

### **3.14 Termination for Default**

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

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

### **3.15 Liquidated Damages**

NOT APPLICABLE TO THIS RFP.

### **3.16 Contract Changes - Unanticipated Amendments**

Renewals, Increases, and Decreases:

The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service. If the State exercises this option, extensions will be within the maximum period allowable under the administrative authority established for this procurement.

The State may increase or decrease these services depending upon the needs of the Department and the funding available. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through required amendment procedures.

Additional Work:

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 project director has secured any required state approvals necessary for the amendment and the procurement officer has issued a written contract amendment, approved by the Commissioner of the Department of Corrections or the Commissioner's designee.

### **3.17 Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **3.18 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.

### **3.19 Contract Personnel Background Checks**

The Department of Corrections may require personnel providing services to comply with background investigations and/or security checks. When background investigations are required, they will be performed by the DOC at no charge to the contractor. The Department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

### **3.20 Code of Ethics and Standards of Conduct**

The contractor will assure that all individuals providing services under the terms of the contract receive and read Department Policies and Procedures 202.01, Code of Ethics, and 202.15, Standards of Conduct. Copies of these Department Policies and Procedures are attached to the RFP. The Department of Corrections reserves the right to exclude from employment any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

### **3.21 Investigation and Litigation**

Successful offeror is obligated to notify the project manager the next working day if, they, or any member of their contract staff, are being investigated for malpractice and/or ethical violations by a licensing board or professional organization, or if they are named as a party in a civil or criminal litigation relating to their professional activities. The Department reserves the right to disallow the provision of contract services by any individual undergoing investigation and/or litigation under this section.

### **3.22 Continuing Education (CE)**

The successful offeror must assure, at no cost to the State, that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing and Continuing Education.

### **3.23 Records**

The records and other information compiled by the successful offeror in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the successful offeror for service

provision.

**NOTE:**

During this course of the resulting contract the DOC will be implementing and using a new Electronic Health Records System (EHR). The successful offeror must be willing to learn and use the new EHR system as it applies to their services. Training will be provided as needed and required. The successful offeror will be reimbursed for their training time up to one hour.

### **3.24 Research**

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.02.

### **3.25 Transition at End of Contract**

The contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. This agreement is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

### **3.26 Right to Audit Records**

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

### **3.27 Format of Reports and Data**

If needed, the contractor will be expected to provide electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated interfaces to the contractor's information systems or data entry software needed for this purpose.

## SECTION FOUR BACKGROUND INFORMATION

### 4.01 Background Information

Health Care Mission – The mission of the State of Alaska, Department of Corrections Inmate Health Care Component is to: Provide those health care services necessary to prevent or alleviate pain and suffering; provide those services that the potential for harm to the prisoner by reason of delay or denial would be substantial; assure that any treatment or procedure provided is of medical necessity and not simply desirable; assure that denials or delays are not deliberately indifferent to serious medical needs; and take corrective action when long-term ill effect can be prevented; provide those procedures, treatment and prosthetic devices essential to the inmate's level of functioning and rehabilitation.

- Anchorage Correctional Complex (East and West), Anchorage

ACC East (formerly known as Anchorage Jail): opened in April 2002 and has an operating capacity of 388 male and female prisoners. The population includes male misdemeanants in pretrial and sentenced status, and female misdemeanants and felons in pretrial and sentenced status.

ACC West (formerly known as Cook Inlet Pretrial Facility): opened in 1983 and has an operating capacity of 397 male pretrial and sentenced felons.

The Department may transport individuals from other locations to the Anchorage Correctional Complex to receive services under this contract.

The successful offeror will also be required to provide services to Federal inmates as needed or requested.

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Work

The State of Alaska is soliciting proposals for the services of an x-ray technician to provide diagnostic x-rays in support of the ambulatory patients incarcerated at the Anchorage Correctional Center. The successful offeror will provide essential and requested x-ray services within the institution, using State-owned equipment and supplies, including the developing of film on site. The types of x-rays required include abdominal, chest, facial, spinal, and extremities. Contrast studies will normally be accomplished outside the facility. (This solicitation does not include the services of a radiologist.)

### 5.02 Work Requirements

- [a] Standards and Tasks – The DOC has adopted policies and procedures for the health care of prisoners in adult correctional facilities. The successful offeror will provide services within these policies and procedures. The successful offeror shall assure that these standards, and the standards of the ARRT, are met in providing services under the contract resulting from this solicitation.
- [b] Staff Requirements/Contractor – The successful offeror must provide adequate staff, including a qualified x-ray technician(s) and any associated workforce, necessary to accomplish the services requested herein. In order for their proposals to be considered responsive, offeror's must meet the minimum professional qualifications listed in Section 2.08 of this RFP.
- [c] Equipment and Supplies – The State of Alaska will provide all necessary and appropriate equipment, supplies and tools considered essential for the delivery of professional quality diagnostic radiographs. DOC will arrange for all maintenance, servicing, and calibration of the State's equipment. i.e. - (x-ray machine, x-ray film and cassettes, lead apron, gloves, body caliper, auto ID printer cards, processor chemicals, and all other necessary supplies.)
- The x-ray equipment installed at the Anchorage Jail includes a complete Quantum Medical X-Ray Suite – with ultra-high frequency single phase generator; 3" x-ray tube; floor mounted tube stand; float top, non-elevating table; 17x17" bucky. The darkroom is equipped with an AFP Mini-Med 90 auto film processor (self-contained/requires no plumbing).
  - The successful offeror will be required to notify designated institutional staff when supplies need to be replenished so the re-order process is expedited.

**NOTE:** The DOC is in the process of purchasing and installing a digital X-ray Computerized Radiography Reader and imaging work station to replace the current chemical processor. Training will be provided as needed to the successful offeror.

- [d] Forms, Reports, Billings –

All x-ray service requests will be forwarded to the contractor on the Prisoner Health Care Authorization form (20-807.02B). A copy of this form (yellow copy) must accompany all billings for services submitted to the Department for payment by the successful offeror.

Additionally, the successful offeror may be required to submit itemized monthly activity reports to include information on the times, activities, and accomplishments of services provided under the contract. This can be a part of the billing for services.

[e] Miscellaneous Requirements – The successful offeror will also be required to meet the following work requirements:

- Maintain a close working relationship with those ultimately responsible for inmate health care, i.e., the facility superintendent, Institutional Health Care Officer (IHCO) the Health Care Operations Officer and the Medical Director.
- Comply with all standing institution security requirements, procedures and other protocols relating to the provision of services required by this solicitation. Maintain compliance with DOC health care policies as they pertain to the services requested herein.
- Contract employees may be required to attend a security and medical operations orientation. This orientation should be completed prior to the contract employee assuming their first normal duty shift. Schedule will be mutually agreed upon by all parties.
- Provide technical testimony for court cases when requested. Provide for participation in all necessary and requested legal discussions resulting from lawsuits and/or grievances affecting the State and contractor concerning issues arising from the contract staff's actions or activities in the institution and while otherwise accomplishing services under the contract. This will include all essential hearings, lawyer briefs, and courtroom time as determined and approved by the Medical Director, or designee.

[f] Processed Film

- Delivery of processed film between the institution and radiologist – Services will include the delivery and pickup of DOC x-rays between the Anchorage Correctional Complex Medical Section and the Department's selected off-site Radiology Department. One round trip per week is anticipated. The rate of reimbursement for this item will be negotiated with the successful offer.
- All films taken under the terms of the contract are the property of the State of Alaska and considered a part of the inmate's health care record. All diagnostic film taken during provision of services under the contract remains the property of the State of Alaska (for legal and/or silver reclamation purposes). All film/folders must be surrendered to the DOC within a reasonable period, upon request, or upon termination/cancellation of services. This requirement is mandatory irrespective of any outstanding payment due the contractor for service provision.

**NOTES:**

During the initial period of this contract at some point a new digital CR Reader will be installed and replace the current chemical film process. Offerors must be willing to use and be trained on any new equipment installed. All x-rays will be electronically transferred to the radiologist for reading.

Blood Borne Pathogens Requirement:

Offeror's will be required to comply with all current blood borne pathogens standards and regulations. Refer to 29 CFR 1910.1030 and AS 18.60.890, Alaska Division of Labor Standards, Alaska Occupational Safety and Health (AKOSH) and DOC P&P 202.03.

### 5.03 Work Schedule

The contractor will provide and arrange for scheduled visits to the Anchorage Correctional Complex. Services are required **52 weeks** per year for approximately 3-5 hours per week for a total not to exceed **260 hours** annually. The offeror must establish a set day, Monday through Friday between 8 am – 4 pm, for provision of service at the institution. Services will be provided on a weekly basis, unless notified in advance by institutional personnel that service provision is not necessary for the regularly scheduled visit.

The successful offeror will be required to coordinate and schedule their visit/s to the institution with the medical staff or designee and must be mutually agreed upon. If additional time is required beyond two hours, and approved by DOC, it will be billed in quarter-hour increments. Time has been allotted within the 2 hour period to include developing the film on-site. The finalized schedule is subject to approval by the Superintendent, Institution Health Care Officer, and Medical Director or their designees.

- Typically the technician will see 5-10 inmates per schedule visit.
- If the DOC has no need for the contractor to report for a regularly scheduled weekly visit, DOC medical staff will provide a minimum of 4 hours' notice to the contractor that services are not needed that day. (If DOC provides a minimum of 4 hours' notice to the contractor that they have cancelled the regular weekly visit, the 2-hour minimum billing will not apply.)
- Offerors are required to indicate in the proposal their availability to respond to any additional requests for services on an as-needed basis.
- The successful offeror will be expected to meet all its own relief requirements and provide for relief coverage for annual leave, illness, emergency, or other short notice situations and absences.
- The successful offeror will be required to provide a minimum of 2 weeks' notice for any scheduled vacations or absences other than emergencies (subcontractors shall be in place for any absences). Notification shall be provided to the medical staff, the DOC Administrative Officer and the DOC Procurement Staff. Names and contact information will be provided to the successful offeror.
- If the regular scheduled visit falls on a State observed holiday, provision of service may be moved to an alternate day upon prior arrangements with the institutional medical staff. (See attachment 12 for list of State holidays.)
- The DOC will provide administrative support to include assistance in assuring that the prisoners needing x-rays are present at the scheduled time.

## SECTION SIX PROPOSAL FORMAT AND CONTENT

### 6.01 Proposal Format and Content

[a] General Information:

The State discourages overly lengthy and costly proposals. However, in order for the State to evaluate proposals fairly and completely, offeror's should follow the format set out herein and provide all of the information requested.

Proposals should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted stapled or in binders (3-hole punched) to facilitate duplication if necessary.

To facilitate review of the proposals on an equitable basis, a maximum of 50 pages (12 point type and 8.5 x 11" page size) may be used for the body of the proposal. The number of pages that may be included in the appendices is not limited in order to provide the opportunity to include additional information.

The proposals should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

[b] Proposals shall contain the following items in the order listed: (Refer to Sections 6.02-6.06 for an explanation of each category and additional details).

- (1) Table of Contents
- (2) Introduction
  - Offeror Information and Assurance Form
  - Licensing Requirements
  - Conflict of Interest Statement
- (3) Technical Proposal
  - Understanding of Work and Plan for Service
  - Experience and Qualifications
  - Budget Narrative
- (4) Cost Proposal
- (5) Alaska Offeror's Preference

**NOTE:**

Offeror will provide the original plus 3 copies for a total of 4 copies of their proposal.

## 6.02 Introduction

This section shall contain the following:

- [a] Offeror Information and Assurance Form This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.
- [b] Licensing Requirements – Offerors shall include acceptable evidence that the offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements outlined in Sections 2.08 and 6.04[b].
- [c] Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

## 6.03 Table of Contents

List each section of the proposal with applicable page number. If appendices are included, provide a list identifying the contents of each.

## 6.04 Understanding of the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

## 6.05 Technical Proposal

- [a] Understanding of Work to be Performed and Plan for Service

Describe in detail your understanding of the work that is to be performed as presented in Sections Four and Five of this RFP. Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services and outcomes to be achieved.

Additionally, offeror's must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in Section Five of this RFP.

This section should not merely paraphrase the scope of services from the RFP. This section must demonstrate an understanding of what has been requested, the major issues involved, and what must be done to accomplish the objectives. The offeror is encouraged to identify problems with providing services or in meeting the terms of the RFP and offering solutions to the problems.

If you are providing a proposal that utilizes a subcontractor approach with one or more firms,

you must detail how each firm's work will assist in the work to be performed.

[b] Experience, Qualifications, and Organizational Structure

Agency's Experience Providing Services – The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. At a minimum, offeror's should address the following in their submitted proposals:

- Organization of the agency (organization chart);
- History of the agency;
- Include a description of similar services provided and dates;
- List of contracts or agreements to include the names of the contracting agencies;
- Include reference names and phone numbers that can provide confirmation of services rendered.
- Indicate the number of and levels of nursing staff currently used by your agency that may be utilized under a contract resulting from this RFP.

Staff:

- A current resume/vitae of education, training and experience and current licenses for each individual working as an X-Ray Technician will be required prior to using the individual under the contract.

If the offeror proposes to utilize a subcontractor for the provision of services, a letter of commitment and current resume/vitae from each proposed subcontractor must also be submitted upon request. (See paragraph 1.15 for more information on subcontracting.)

Governing Policies – if applicable, include a copy.

Litigation History – Each proposal shall include a statement indicating whether or not the firm or any individuals working under the contract has litigation history as follows: Offers must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the offeror (and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required.

[c] Budget Narrative

Proposers are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget.

Personnel – The rates per hour proposed should include all direct and indirect costs (except as noted below with regard to non-local travel expenses) associated with performance of the services required in this RFP. Direct cost is the cost of the individual's time providing the direct service that includes, but is not limited to, personnel costs (wages, payroll taxes) and fringe

benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance (to include malpractice), supplies, overhead, local travel, etc. The amount of time billable under a resulting contract will be for actual direct services provided. The contract staff travel time to and from residence or contracting agency is not considered direct services and will not be billable.

Travel Expenses – Proposed compensation for travel should be clearly stated in the budget narrative. Vendors are to separate “local” and “non-local” travel expenses in their price proposals. Qualifying travel-related expenses will be reimbursed by the State per policy outlined in Attachment 10 of this RFP.

- Local: Vendors shall include in their rates per hour any applicable transportation, lodging, and per diem costs sufficient to provide services at locations within a 50-mile (1-way) radius of the residence of the applicable direct service provider.
- Non-local: For purposes of reimbursement, non-local travel is defined as required travel for work exceeding 50 miles one-way.

## **6.06 Alaska Offeror’s Preference**

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder as outlined in paragraph 2.14 and Attachment 7.

## **6.07 Cost Proposal**

Offerors must submit their proposed cost on the attached cost proposal form attachment 2 (or an equivalent form). The total cost on the cost proposal form will be the figure used in the calculation to covert cost to points.

The proposed rate on the cost proposal form (and to include any revisions established through the negotiation process) will be binding upon the successful offeror for the term of the contract.

## **6.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

## **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS PROPOSAL IS 1000

### **7.01 Technical Proposal Evaluation – (400/100 total points)**

Offerors should follow the technical format and content guidelines outlined in Section Six.

200 max. points – Understanding of Work and Plan for Service; Budget Narrative

200 max. points – Experience and Qualifications

**400 max. points**

### **7.02 Cost Proposal Evaluation (500/100 total points)**

Offerors must submit proposed costs as outlined in paragraph 6.05. The cost amount used for evaluation may be affected by one or more of the preferences referenced under paragraph 2.14.

The lowest cost proposal will receive the maximum number points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in paragraph 2.16.

### **7.03 Alaskan Offeror's Preference – (100/100 total points)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror's Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

Note: See Sample Proposal Evaluation Form (Attachment 6)

## SECTION EIGHT ATTACHMENTS

### 8.01 Attachments

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement (example)
  - 5.1 Standard Agreement Form
  - 5.2 Appendix A
  - 5.3 Appendix B1
6. Sample Proposal Evaluation Form
7. Certification of Entitlement to the Alaska Bidder Preference
8. Security Clearance Form (example)
9. Department Policies & Procedures 202.01, 202.15
10. Travel Expense Information
11. Sample Invoice Billing Format
12. Holiday Schedule

**Attachment 1**

**COST PROPOSAL FORM**

**RFP #2015-2000-2727**

**X-Ray Technician Services – ACC**

Offerors must use this form (or an equivalent format) to enter data that will be utilized to determine the proposed cost for provision of services. Costs proposed are based on annual requirements.

**Proposals are due by 2:00 PM on August 28, 2014.**

<b><u>X-Ray Technician Services</u></b> <b>Anchorage Correctional Complex</b>			
<b>Description</b>	<b>Rate/Hour</b>	<b>Total Hours/year</b>	<b>Total Cost</b>
Direct and Indirect Costs	\$	260	
<b>Total Proposed Cost</b> (Proposal Budget – for evaluation purposes)			\$

**Attachment 2**

**PROPOSAL RESPONSIVENESS CHECKLIST**

**X-Ray Technician Services**  
**RFP # 2015-2000-2727**

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.

Description	Checklist
Proposal received by <b><u>2:00 p.m. on 8/28/2014</u></b> in the office of the procurement officer	
Proposal includes original & 4 Copies	
Table of Contents (sec. 6.03)	
Offeror Information & Assurance Form – signed & notarized	
Evidence of Alaska Business License (sec. 2.12)	
Conflict of Interest Statement (sec. 1.17)	
Statement of Understanding & Plan for Service	
Experience & Qualifications (sec. 2.08)	
Proposed Cost Form (sec. 6.05)	
Alaska Bidder Preference Certification (if applicable/sec. 2.14, Attachment 7)	

**Attachment 3**

**RFP RECEIPT ACKNOWLEDGMENT FORM**

(Return to Procurement Officer listed in section 1.01 as soon as possible)

**X-Ray Technician Services**  
**RFP # 2015-2000-2727**

ISSUED

August 6, 2014

I have received the above specified RFP and

**DO INTEND TO RESPOND WITH A PROPOSAL** \_\_\_\_\_

**DO NOT INTEND TO RESPOND WITH A PROPOSAL** \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
AGENCY/ORGANIZATION/INDIVIDUAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS / PHONE / FAX

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Attachment 4**

**OFFEROR INFORMATION AND ASSURANCE FORM**

Request for Proposals # 2015-2000-2727  
Department of Corrections

Title: X-Ray Technician Services  
Location of Project: Anchorage, Alaska  
Contract Projected to Begin: November 1, 2014  
Contract Projected to End: October 31, 2017

A. Offeror's (Agency or Individual) Name: \_\_\_\_\_

B. Offeror's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

C. Status: For Profit: \_\_\_\_\_ Non-Profit: \_\_\_\_\_ Other: \_\_\_\_\_

D. Alaska Business License Number: \_\_\_\_\_

E. Internal Revenue or Social Security Number: \_\_\_\_\_

F. Professional Registration Number (if applicable): \_\_\_\_\_

G. Recipient Contact Person: \_\_\_\_\_

H. Authorized Representative: \_\_\_\_\_

I. TERMS AND CONDITIONS: By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.

J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.

\_\_\_\_\_  
Offeror's Authorized Signature and Title\*  
(must be sworn before a notary public)

\_\_\_\_\_  
Date (Month, Day and Year)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.03[a]).

**ATTACHMENT 5**

**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

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**APPENDIX A**

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**APPENDIX B1**

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
------------------	----------	--------------------------

9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$\_\_\_\_\_ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
-------------------	------------------------

Mailing Address	Attention:
-----------------	------------

<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director			
Typed or Printed Name of Project Director			
Title			

**NOTICE:** This contract has no effect until signed by the head of contracting agency or designee.

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

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 contracting 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.

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

## SAMPLE PROPOSAL EVALUATION FORM

### X-Ray Technician Services, Anchorage Correctional Complex RFP# 2015-2000-2727

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

#### **Understanding of the Project and Plan for Services (section 6.04[a]), 15 percent Maximum Point Value for this Section – 200 points**

- [a] Has the offeror provided a table of contents and list of appendices in the Introduction? (20 pts)
- [b] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (20 pts)
- [c] Has the offeror demonstrated that they understand the services the State expects to be provided? (20 pts)
- [d] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (20 pts)
- [e] Is the proposal practical and feasible for the intended services? (20 pts)
- [f] Have any potential problems been identified? If so, are solutions proposed? (20 pts)
- [g] Does the proposal address in sufficient detail all of the items in Section Five of the RFP? (20 pts)
- [h] Has the offeror indicated the level of their ability to expand services should the need arise? (20 pts)

- [i] How appropriate are the costs proposed for the services requested? Has the offeror included a budget narrative? (20 pts)
- [j] Has the offeror indicated that they can meet the schedule set out in the RFP? (20 pts)

**Experience and Qualifications (section 6.04[b]), 15 percent  
Maximum Point Value for this Section – 200 points**

*Questions regarding key personnel or firm, if applicable.*

- [k] How well does the offeror meet the requirements of section 2.08, description of experience & qualifications? (25 pts)
- [l] Do the descriptions of essential personnel demonstrate that they possess backgrounds that would be desirable for individuals engaged in the work the contract requires? (25 pts)
- [m] Has a list of references been provided and is it current and sufficient to determine if minimum experience requirements are met? (25 pts)
- [n] Did the offeror provide an organizational chart, etc.? Is the organization of the project team and support staff depicted in a logical manner? (25 pts)
- [o] How successful is the general history of the individual or firm regarding timely and successful completion of projects and provision of services? (25 pts)
- [p] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror? (25 pts)
- [q] Has the offeror provided copies of the contracts for subcontracted services, or clearly defined and explained the services to be provided by any subcontracting arrangements? (See section 1.14) (25 pts)
- [r] Has the offeror provided the required litigation history details? (See section 6.04 [b]) (25 pts)

## EVALUATION SCORING

### 7.01 TECHNICAL PROPOSAL EVALUATION (see questions above):

- Understanding of Work to be Performed and Plan for Services
- Experience and Qualifications

Zero to 200 Points \_\_\_\_\_

Zero to 200 Points \_\_\_\_\_

### 7.02 COST PROPOSAL EVALUATION

Calculated based on section 6.05 response.  
See sections 2.13 - 2.16 for detail calculation and adjustment.  
Evaluation committee chair will provide this number.

500 Max. Points \_\_\_\_\_

### 7.03 ALASKA OFFEROR'S PREFERENCE

If a proposer qualifies for the Alaska Bidder Preference,  
the proposer will receive an Alaska Offeror's Preference.  
The preference will be added to the overall evaluation score  
of each Alaska offeror. (section 6.06)

(Zero or) 100 Points \_\_\_\_\_

**TOTAL POINTS** \_\_\_\_\_

**Attachment 7**

**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**

1. I am the Offeror or a duly authorized agent of the Offeror and I certify that the Offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the Offeror and which could affect the award of the Request for Proposals to the Offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference. As of the closing date of the Request for Proposals, the Offeror holds a valid Alaska business license in one of the following forms:

- (a) a cancelled check for the business license fee;
  - (b) a copy of a business license application with a receipt date stamp from the State's business license office;
  - (c) a receipt from the State's business license office for the license fee;
  - (d) the Offeror's valid business license certificate;
  - (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license.
2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.
3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request for Proposals.
4. The Offeror 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, or is a partnership, and all partners are residents of the State; and,

In order to be considered an Alaska Bidder and entitled to the Alaska Bidder Preference, a limited liability company (LLC) organized under AS 10.50.010-10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment 8**

State of Alaska  
Department of Corrections  
**REQUEST FOR CLEARANCE**  
for  
Contractor/Contract Staff Background Checks

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security # : \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? \_\_\_\_\_ If yes, state the person's name/location: \_\_\_\_\_

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*

APSIN/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

NCIC/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

Criminal History Check (Alaska) No record found: \_\_\_\_\_ See Attached: \_\_\_\_\_

Criminal History Check (other states) No record found: \_\_\_\_\_ See Attached: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 9**

STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

**POLICIES AND PROCEDURES**

Code of Ethical Professional Conduct, #202.01(2 pages)  
Form 202.01A (1 page)

Standards of Conduct, #202.15 (7 pages)  
Form 202.15A (1 page)

If you have downloaded this RFP from the Online Public Notice website, this form is in a separate electronic document.

	<b>State of Alaska</b> <b>Department of Corrections</b> <b>Policies and Procedures</b>		<b>Index #:</b> 202.01	Page 1 of 2	
			<b>Effective:</b> 12/03/07	<b>Reviewed:</b>	
			<b>Distribution:</b> Public	<b>Due for Rev:</b>	12/07
	<b>Chapter:</b>	Personnel			
<b>Subject:</b>	Code of Ethical Professional Conduct				

- I. Authority  
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.
- II. References  
Alaska Statutes  
AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150  
Alaska Administrative Code  
13 AAC 85.230  
Standards for Adult Correctional Institutions, 4th Edition 2003  
4-4069, 4-4070, 4-4120, 4-4391  
Standards for Adult Local Detention Facilities, 3<sup>rd</sup> Edition 1991  
3-ALDF-1C-23, 1C-24, 1G-07  
Standards for Adult Probation and Parole Field Services 3<sup>rd</sup> edition 1998  
3-3032, 3068, 3069, 3070
- III. Purpose  
To establish uniform procedures within the Department for ethical and professional conduct of staff, contract employees, and volunteers.
- IV. Application  
All staff, contract employees, and volunteers
- V. Definitions  
Ethical  
Conforming to a standard of what is right and good.  
Professional  
Behavior and conduct befitting a person employed in a position of public trust.
- VI. Policy  
A. Every employee who, under the auspices of the Department of Corrections, is responsible for the custody, care, reformation, and supervision of offenders shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.  
B. This Policy applies to all employees who are directly responsible for the custody, care, reformation, and supervision of offenders, and all employees who supervise or manage the activities of such employees, and volunteers and contract personnel who perform such work.
- VII. Procedures  
A. All employees, supervisors, and managers to whom this policy applies shall review and sign the Code of Ethical Professional Conduct for Employees Form 202.01A. Failure to do so may result in disciplinary action for employees.  
B. A copy of the signed form will be maintained in the employee's permanent personnel file.  
C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.  
D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action, up to and including dismissal.

E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers Form 202.01B. A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

This policy and procedure is effective 14 days following the date signed by the Commissioner. Each Manager shall incorporate the directions outlined in this document into local policy and procedure. All local policies and procedures must conform to these directions.

11/19/07

Date



Joseph D. Schmidt, Commissioner  
Department of Corrections

Applicable Forms to this Policy

201.01A

202.01B

**DEPARTMENT OF CORRECTIONS  
EMPLOYEES  
CODE OF ETHICAL PROFESSIONAL CONDUCT**

My fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest.

I will not discriminate against any person on the basis of race, religion, color, creed, national origin, gender, age, physical or mental disability, marital status, change in marital status, pregnancy or parenthood, and will respect and protect the civil and legal rights of all inmates, probationers and parolees.

I will respect the right of the public to be safeguarded from criminal activity, and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer or parolee.

I will maintain the integrity of private information, and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information.

In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency.

I will not use my official position to secure privileges or advantages for myself, and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity.

I will not engage in undue familiarity with inmates, probationers, or parolees.

I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of the Department of Corrections or other criminal justice agencies unless the underlying facts are verifiable.

I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of services provided.

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I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of my portions which I did not understand. I recognize that failure to abide by the Code may result in corrective, disciplinary or other appropriate action, up to and including dismissal.

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Printed Name

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Signature

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Date

	<b>State of Alaska Department of Corrections Policies and Procedures</b>		<b>Index #:</b> 202.15	<b>Page 1 of 7</b>	
			<b>Effective:</b> 1/09/08	<b>Reviewed:</b>	
			<b>Distribution:</b> Public	<b>Due for Rev:</b>	1/10
	<b>Chapter:</b>	Personnel			
<b>Subject:</b>	Standards of Conduct				

- I. Authority  
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.
- II. References  
Alaska Statutes  
AS 18.80.200, AS 39.52.010 - .960, AS 39.90.010-.150  
Alaska Administrative Code  
22 AAC 05.045, 05.060, 05.095, 05.196  
Standards for Adult Correctional Institutions, 4th Edition 2003  
4-4056, 4-4069,  
Standards for Adult Local Detention Facilities, 3<sup>rd</sup> Edition 1991  
3ALDF-1C-07-1, 3-ALDF-1C-23  
Standards for Adult Probation and Parole Field Services  
3-3053, 3-3068
- III. Purpose  
To establish uniform procedures within the Department for Standards of conduct.
- IV. Application  
All employees.
- V. Definitions  
Professional  
Behavior and conduct befitting a person employed in a position of public trust.
- VI. Policy  
It is the policy of the Department that in the daily performance of their duties, employees will demonstrate honesty, integrity, and respect for the worth and individuality of all persons, as well as a strong commitment to professional and ethical correctional service.
- VII. Procedures  
The following rules and standards express in general terms the conduct expected of Department employees. Violations of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal (See Policy 202.08, Disciplinary Action, Attachment A). This list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each Department of Corrections office or facility has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.
- A. General Provisions
1. Employees shall comply with and obey all departmental regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
  2. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to

- obey any directive that would require them to commit or abet an unlawful act.
3. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
  4. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood or age.
  5. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane or abusive language or gestures.
  6. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
  7. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and confidence of the public in the Department.
  8. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their personal gain. Use of state equipment and resources must not violate the State's Ethics Act. Loss, misuse, misplacement, theft, or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or Department property for their own use.
  9. Employees shall report fit for their duty assignment, punctually at the time and place directed. Correctional staff are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
  10. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non job related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non work related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the facility. This list is not all inclusive, and there are other activities that are non job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
  11. Employees shall not knowingly falsify a document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
  12. Employees shall not interfere with any action or investigation assigned to another employee or interfere with Department operations.
  13. Any level of intoxication or the use or possession of any kind of alcoholic beverage or illegal or non-prescribed controlled substance on the job or on Department property is prohibited. Employees are not to smell of or to be under the influence of alcohol. Employees smelling of or appearing to
-

be under the influence of alcohol may be requested to be the subject of a breathalyzer test. Nor may employees report for duty under the influence of any over-the-counter or prescription controlled substance if that substance adversely impacts the employee's ability to perform their duties.

B. Conflicts of Interest

1. Employees shall avoid situations that give rise to a financial or personal conflict of interest, and shall abide by the provisions of the State Ethics Act.
2. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a departmental employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the Department.
3. Employees shall not accept private or special advantage from their official status as employees of the Department. Department of Corrections' credentials, uniforms identification cards, or badges may not be used to coerce, intimidate, or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.
4. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions.
5. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by prisoners, volunteers, staff or members of the public.

C. Relationships between Supervisors and Subordinates and relationships between peers.

1. Dating, romancing, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or facility manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
  2. Dating, romancing, sexual relations, or engaging in joint business relationships between an office or facility manager and a subordinate at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate division director and duty reassignments may be made to comply with this policy.
  3. Supervisors shall not give, accept or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with state funds.
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4. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive language toward a supervisor.
  5. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of state business. Employees shall avoid participation in situations that may create undue favoritism.
  6. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for coworkers.
- D. Relationships with Offenders and Family Members of Offenders
1. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the applicable use of force policy (See Policies 1208.09, "Use of Force Institutions", 1208.24, Use of Force Transportation " and 1209.01, "Use of Force by Division of Probation and Parole Officers.")
  2. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
  3. Except as set out in 4. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders or a member of the offender's immediate family. This includes, but is not limited to, telephone calls, letters, notes, or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business.
    - a. Employees shall not directly or indirectly give to, or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
    - b. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender.
    - c. During the performance of their duties or while acting as representatives of the Department, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless, (1) to do so is a requirement of his or her position or, (2) the employee has received authorization from the facility or office manager.
  4. In cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the Department, the employee shall notify the facility or office manager in writing immediately. The facility or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
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5. Employees shall not discuss their personal life or another employee's personal life with offenders.
6. Employees shall not bring into or carry out of any Department facility any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or facility manager. The introduction of any items of contraband onto the grounds of any secure facility is prohibited.

E. Illegal or Unethical Behavior

1. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal conduct, on or off duty.
2. Departmental employees have an affirmative obligation to report immediately in writing to their office or facility manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on Department premises.
3. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's office or facility manager. The officer or facility manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
4. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.
5. The illegal possession, manufacture, use, sale, transport, or transfer of a controlled substance is prohibited, on or off duty.

F. Reports and Investigations

1. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
2. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
3. During the course of an official investigation, employees shall cooperate fully by providing all information they may have concerning the matter under investigation, unless the employee invokes their Fifth Amendment right in a criminal investigation. Full cooperation involves responding to all questions truthfully and completely, and providing a signed statement or affidavit if requested.

G. Public Statements and Disclosure of Information

1. All official statements for public release concerning the affairs of the Department must be authorized by the Commissioner, a Director, or designee.
  2. In any public statement, employees will clearly distinguish between those that are positions of the Department and those that are personal views. Employees are responsible for the accuracy of their statements.
-

3. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the officer or facility manager.
4. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employee's job requirements.
5. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.
6. Former employees will be granted access only to Department information available to other members of the public, and will have no greater standing than members of the public.

#### H. Clothing and Uniforms

1. All employees shall report to work in clothing that is neat, clean, and in good repair. Uniforms shall be worn as required.
2. Whenever any employee is ordered to appear in court, they shall be punctual and be dressed in the appropriate uniform or business attire.
3. Uniforms or identifiable portions thereof are not to be worn outside working hours for recreational purposes, outside employment, in any business serving alcohol as a main source of income, or while purchasing or publicly consuming alcohol.

#### I. Egregious Misconduct

Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

1. All Department employees are prohibited from engaging in:
    - a. Unlawful discrimination or harassment;
    - b. Dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's coworkers;
    - c. Theft of state time or resources;
    - d. Gross disobedience or insubordination;
    - e. Use, possession or being under the influence of alcohol or any illegal controlled substance on departmental time or premises.
    - f. Physical assault or misconduct, abusive, or lewd behavior;
    - g. Abandonment of duties; and
    - h. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the Department's ability to carry out its mission.
  2. Departmental employees are prohibited from:
-

- a. Intentionally aiding or abetting on offender's escape or attempted escape;
  - b. Introducing contraband onto the grounds of a secure facility;
  - c. Using excessive force on an offender;
  - d. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
  - e. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security;
  - f. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.
3. Egregious misconduct includes:
- a. Conviction of any felony; and
  - b. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability or fitness to perform the employee's duties, or may adversely impact the Department's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance , by their nature may subject an employee to disciplinary action up to and including termination.

J. Responsibilities

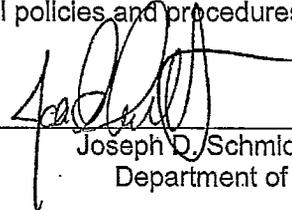
- 1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
- 2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand; and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
- 3. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
- 4. All employees shall sign the Certificate of Review and Compliance (Form 202.15A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.
- 5. Any variance from this policy must have prior authorization from the Commissioner.

VIII. Implementation

This policy and procedure is effective 14 days from the date signed by the Commissioner. Each Manager shall incorporate the directions outlined in this document into local policy and procedure. All local policies and procedures must conform to these directions.

12-26-07

Date



Joseph D. Schmidt, Commissioner  
Department of Corrections

Applicable forms: 202.15A

Standards of Conduct: Certificate of Review and Compliance

I have read Policy 202.15 Standards of Conduct (12/07) and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary, or other appropriate action.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 10**

## **TRAVEL EXPENSE INFORMATION**

Travel Expenses: Proposed compensation for travel, if applicable, for the purpose of providing services under Section Five of this RFP should be clearly stated in the budget narrative and cost proposed. Travel expenses, acceptable to the State for reimbursement to the contractor, will be proposed as follows:

Airfare (if applicable): Offeror must propose the lowest current round-trip coach airfare rates available. Reimbursement will be for actual airfare expenses.

Lodging (if applicable): Offeror must propose a reasonable and anticipated cost for lodging expenses. Reimbursement will be for actual necessary commercial lodging expenses. Lodging expenses in excess of \$200.00 per day (including applicable taxes) will not be reimbursed.

Mileage (if applicable): \$0.56 per mile.

Per Diem (if applicable): Per diem will be paid according to the rate set in the Alaska Administrative Manual for GGU employees. Currently the rate is set at \$60.00/full day (breakfast \$12.00; lunch \$16.00; dinner \$32.00).

Miscellaneous Ground Transportation (if applicable): Reimbursement will be for actual ground transportation expenses, i.e. airport parking, taxi (no receipts required); car rental based on no larger than mid-size (receipt required with billing).

**Attachment 11**

**BILLING INVOICE**  
*(SAMPLE FORMAT)*

Statement of Health Care Services  
Diagnostic X-Ray Technician Services – Anchorage Correctional Complex

To: Medical Director  
Department of Corrections  
550 W. 7<sup>th</sup> Ave., Suite 1800  
Anchorage, AK 99501-3569

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

FIN/EID/SSN: \_\_\_\_\_

Vendor Code: \_\_\_\_\_

Contract No: \_\_\_\_\_ RFP #2015-2000-2727

Month / Year Billed: \_\_\_\_\_

Date	Number of Patients *	Number of X-Rays	Number of Hours	Rate	Amount	Total
<b>TOTAL DUE:</b>						<b>\$</b>

Contractor Certification \_\_\_\_\_ Date \_\_\_\_\_

IHCO Authorization \_\_\_\_\_ Date \_\_\_\_\_

Medical Director \_\_\_\_\_ Date \_\_\_\_\_

\* A copy of the Prisoner Health Care Authorization must be attached to billing for every x-ray taken.

**Attachment 12**

**State Holiday Schedule**

*Eleven (11) State Holidays*

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward's Day – Last Monday of March

Memorial Day

Independence Day

Labor Day

Alaska Day – October 18

Veterans' Day

Thanksgiving Day

Christmas Day