



STATE OF ALASKA  
Department of Corrections  
Division of Administrative Services  
550 W. 7<sup>th</sup> Avenue, Suite 1800  
Anchorage, Alaska 99501

## **Request for Proposals**

**RFP Number 2015-2000-2477**

Date of Issue: August 11, 2014

Title and Purpose of RFP:

### **Medical Laboratory Testing Services Statewide**

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.

Mary Lockwood  
Procurement Officer  
Department of Corrections  
mary.lockwood@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 original plus 3 copies of their proposal, in writing, to the procurement officer in a sealed package. Proposals must be clearly marked on the outside of the sealed package with the procurement officer's name, the RFP number, and addressed as follows:

**(RETURN ADDRESS)**

**State of Alaska, Department of Corrections  
Attention: Mary Lockwood, Procurement Officer  
550 W. 7<sup>th</sup> Avenue, Suite 1800  
Anchorage, AK 99501**

**RFP #2015-2000-2477, Medical Laboratory Testing Services**

Proposals must be received no later than **2:30 P.M., Alaska Time on September 2, 2014**. Neither faxed proposals nor emailed proposals are acceptable.

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

Procurement Officer: All questions and correspondence regarding this request for proposal must be directed to:

Mary Lockwood  
Phone: 907-269-7352  
Fax: 907-269-7345  
TDD: 907-269-7340  
Email: [mary.lockwood@alaska.gov](mailto:mary.lockwood@alaska.gov)

The State of Alaska will provide one Request for Proposal (RFP) copy. 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 opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days, or as appropriate.

The length of the contract will be from the effective date of the agreement, approximately October 1, 2014 through June 30, 2019 plus five each one-year options for renewal beginning July 1, 2019 through June 30, 2024. The optional contract renewals shall be exercised solely at the discretion of the State.

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 11, 2014
- Question deadline: August 22, 2014
- Proposal due date: September 2, 2014
- Proposal Evaluation Committee completes evaluation by: September 9, 2014
- State of Alaska issues Notice of Intent to Award a Contract: September 12, 2014
- State of Alaska issues contract: September 24, 2014
- Contract start date (target date): October 1, 2014
- November 4, 2014: EHR interface fully tested and implemented (target date)
- Initial period of performance (FY15-19): October 1, 2014 through June 30, 2019
- First optional renewal period (FY20): July 1, 2019 – June 30, 2020
- Second optional renewal period (FY21): July 1, 2020 – June 30, 2021
- Third optional renewal period (FY22): July 1, 2021 – June 30, 2022
- Fourth optional renewal period (FY23): July 1, 2022 – June 30, 2023
- Final optional renewal period (FY24): July 1, 2023 – June 30, 2024

Note:

The above is an estimated timeline, however In order to prevent a delay of DOC's overall electronic health record project schedule currently underway, the State's intends to adhere as much as possible to these dates and proceed with a contract at the earliest possible time.

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

The Department of Corrections is soliciting proposals for the provision of clinical laboratory services in support of inmate health care. Medical specimens will be submitted from the Department's statewide correctional facilities for diagnostic testing and related services. A detailed description of the scope of work is provided in Section Five.

### **1.04 Budget**

The State has not established a firm budget for this contract. Funds are limited and negotiations may be necessary depending upon the cost of proposals submitted.

### **1.05 Location of Work**

The services are to be provided at the contractor's laboratory, or a location provided by the successful offeror. The State will not provide workspace for the contractor.

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

#### **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/g/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 proposal opening. This will allow 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 time set for opening.

#### **1.09 Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions are due by the date listed in subsection 1.02 of this RFP.

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 to the RFP**

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 as having downloaded the RFP from the State of Alaska Online Public Notice web site.

Note: Amendments to the RFP will be posted on the State of Alaska online public notice web site as soon as released. The procurement officer will make every reasonable attempt to provide amendments to the contact address provided by a registered vendor. However, it is a vendor's responsibility to check the online web site to verify they have received any and all amendments issued prior to submitting a proposal.

### **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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

#### **1.15 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror shall identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, 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
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the (g) 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.

#### **1.16 Joint Ventures**

Joint ventures will not be allowed.

#### **1.17 Offeror's Certification**

By signature on the proposal, offerors 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;
- (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, Department of Corrections, reserves the right to 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 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 abide by 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.

### **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 conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

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

## **2.08 Qualifications and Experience**

In order for offers to be considered responsive, offerors must meet the following minimum requirements.

- (a) Prior Experience – Offeror must currently be in business as a clinical laboratory with a minimum of five (5) consecutive years prior experience providing medical-related testing services and interfacing with Electronic Health Records Systems.
- (b) Mandatory Qualifications – The contractor must currently meet and additionally maintain the following licensing requirements and technical credentials:
  - College of American Pathologist (CAP) licensure
  - Clinical Laboratory Improvement Act (CLIA) certification

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

## **2.09 Evaluation of Proposals**

The procurement officer, their designee, 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 by the procurement officer. 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.
- mining licenses issued by Alaska Department of Revenue.

Prior to the deadline for receipt of proposals, all offerors 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 Services' web site:

<http://doa.alaska.gov/dgs/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 list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

**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 prior to evaluation. 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 will be applied prior to evaluation. 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.

$$\begin{array}{rclclcl} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \end{array}$$

12



Cost	Points		Adjusted By The Application Of All Applicable Preferences
Offeror #3 receives 33.7 points.			
\$40,000 Lowest Cost	x 40 Max Points	= 1,600,000 ÷	\$47,500 = 33.7 Offeror #3 Adjusted By The Application Of All Applicable Preferences Points

## 2.17 Alaska Offeror Preference – AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors 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 offerors under the preference.

Total number of points available - 100 Points

100	x	10%	=	10
Total Points Available		Alaskan Offerors Percentage Preference		Number of Points Given to Alaskan Offerors Under the Preference

#### [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 Anchorage Central Office conference room in the Robert B. 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 offerors. The NIA will set out the names of all offerors 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 offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

This contract is a Fixed Price with Adjustment contract. Contract Price Adjustments: (see Section 6.05 Cost Proposal)

### **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**

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

### **3.08 Contract Funding**

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

### **3.09 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an itemized invoice in a format that meets the State's requirements. No payment will be made until the invoice has been approved by the Project Director, or designee.

### **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. The procurement officer may also complete a contractor exit evaluation form for the department file that could be available for review by future proposal evaluation committees.

### **3.12 Contract Personnel**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director and notification provided to the procurement officer. 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 Services**

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 used.

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

- (a) Renewals, Increases, 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 contract amendment procedures.

- (b) 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 Contract Personnel Background Checks**

The Department of Corrections shall require personnel providing direct services within the correctional centers to comply with background investigations and/or security checks prior to starting work under the contract. 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.

### **3.19 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 Ethical Professional Conduct, 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 use under this contract any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

### **3.20 Investigation & Litigation**

Contractor is obligated to notify the project director and procurement officer 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.

### **3.21 Continuing Education (CE)**

The contractor 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.

### **3.22 Records**

The records and other information compiled by the contractor 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.

### **3.23 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. Copies of the project description and the approval must be included in the procurement record.

### **3.24 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.

### **3.25 Right to Audit Records**

AS 36.30.420 provides that 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 and to the extent that the books and records relate to the cost or pricing data. 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.

### **3.26 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.

- (a) Special Note: Electronic Health Record (EHR): The Department of Corrections is in the early stages of implementing an electronic health records system.
- The successful offeror / laboratory services contractor is expected to work closely with DOC's electronic health records contractor (MedUnison), and assist with specifications, interface development, and testing for a bidirectional interface (ordering and results), and continue to work with DOC's electronic health records contractor on interface maintenance throughout the term of the laboratory contract.
  - The laboratory services contractor must be able to receive and consume patient profile and lab work data from the EHR vendor, as well as transmit patient profile and lab result data to the EHR vendor, both via HL7 messages.
  - Laboratory interface development is planned for November 2014, with go-live in January 2015.
- (b) MedUnison's DocSynergy™ EHR utilizes Microsoft BizTalk server for all interface interactions with third party systems. Interfaces are typically done utilizing the HL7 2.x standard, however other standards are available. Multiple connectivity options for the interfaces are available depending on the specific requirements or capabilities of the interfaced system. Standards such as MLLP, Web Services, SFTP are the most commonly used by our interfaced parties.

#### **DocSynergy™ Advanced Lab Result Management**

- Automates the posting/receipt of results from laboratory provider.
- Provides tiered alerts to providers and staff to address out of range values.
- Requires Electronic interface with laboratory provider for lab results.

#### **DocSynergy™ Laboratory Interface**

- Electronic results are received directly from Laboratory
- LabCorp, Quest and CPL are existing interface partners.



### **3.27 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 (i) 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 (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. In this section, records refer to administrative documents, not treatment files, requested by DOC. The DOC respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. 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 contractor for service provision.

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.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

#### General Information:

The Alaska Department of Corrections requires medical laboratory testing services for specimens which have been collected at various correctional centers and pretrial facilities. Medical personnel on-site at each designated DOC institution will be responsible for the collections and packaging of all specimens for shipment to the successful contractor's laboratory.

The Department currently operates thirteen institutions statewide, twelve of which are covered under this RFP. The service locations range over a vast and diverse geographical area, with several of the sites not accessible by road. These institutions hold approximately 5,300 male and female inmates with various levels of custody classification. Over the term of the contract, the quantity of inmates could increase.

The following list provides a brief description of the facilities that fall under the scope of this solicitation, and are anticipated to receive service under the terms of a contract awarded as a result of this RFP:

- Anchorage Correctional Complex, Anchorage: This facility is the combined operations of the previously separate institutions known as the Anchorage Jail and the Cook Inlet Pretrial Facility. The two facilities were officially linked in the summer of 2004 and have a joint maximum operating capacity of 852 inmates. The Anchorage Correctional Complex – East (previously known as Anchorage Jail) – opened in April 2002 and houses male and female prisoners. This population includes male misdemeanants in pretrial and sentenced status, and female misdemeanants and felons in pretrial and sentenced status. The Anchorage Correctional Complex – West (previously known as Cook Inlet Pretrial Facility) – opened in 1983 and houses male pretrial and sentenced felons.
- Anvil Mountain Correctional Center, Nome: opened in 1985 and has an operating capacity of 128 male and female felons and misdemeanants, in pre-trial and sentenced status.
- Goose Creek Correctional Center, located in the Mat-Su Valley (outside Wasilla, Alaska), with a capacity to house a total of 1,500 male prisoners.
- Fairbanks Correctional Center, Fairbanks: opened in 1967 and has an operating capacity of 316 male and female felons and misdemeanants.
- Hiland Mountain Correctional Center, Eagle River: opened in 1974 and has an operating capacity of 404 female sentenced and unsentenced felons and misdemeanants. HMCC is Alaska dedicated facility for housing female prisoners.
- Ketchikan Correctional Center, Ketchikan: opened in 1983 and has an operating capacity of 58 male and female felons and misdemeanants in a sentenced or pre-trial status.
- Lemon Creek Correctional Center, Juneau: opened in 1969 and has an operating capacity of 228 male and female inmates.

- MatSu Pretrial Facility, Palmer: opened in 1986 and has an operating capacity of 102 male and female pretrial felons and misdemeanants.
- Palmer Correctional Center, Sutton: includes a minimum security facility that opened in 1962 and a medium security facility that opened in 1982. The Palmer Correctional Center has an operating capacity of 514 sentenced and unsentenced male felons and misdemeanants.
- Spring Creek Correctional Center, Seward: opened in March 1988 and has an operating capacity of 557 male sentenced felons. Spring Creek is designated as the State maximum security facility.
- Wildwood Correctional Complex, Kenai: The correctional center opened in 1983 and has a current combined operating capacity of 296 male sentenced felons and misdemeanants; the pretrial facility opened in February 1985 and has an operating capacity of 115 male and female pretrial and sentenced felons and misdemeanants.
- Yukon Kuskokwim Correctional Center, Bethel: opened in 1984 and has a current operating capacity of 137 male and female offenders. The population consists of multi-level custody pretrial and sentenced felons and misdemeanants.

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Services

Services under this solicitation are for the purpose of obtaining clinical laboratory testing services of medical specimens submitted by the Department's correctional facilities statewide in support of inmate health care. The scope of work covers testing of specimens, reporting requirements, provision of specified equipment and supplies to include appropriate containers and/or items used to collect, store and transport specimens from the institutions to the contractor's test site.

- **EHR Note:** Although the DOC is in the early stages of implementing an electronic health records system, the needs as indicated herein are required to be addressed in the proposals and will become part of the contract. Upon transition to the Lab Results interface and the Lab Orders interface stages of the scope of work, the contract resulting from this RFP will be amended as needed to address these anticipated modifications.

The offeror must submit a plan for providing the following minimum services to correctional centers and pretrial facilities (listed in Section Four of this RFP):

- (a) **Supplies:** Provide OSHA compliant types and amounts of supplies and materials necessary for the collection and preservation (such as sharps with engineered sharps injury protections, draw tubes, collection swabs, throat culture tubes), and transportation of specimens for laboratory tests as requested. Transportation and/or mailing materials are to include OSHA compliant containers, address labels, special labels (as appropriate) printed on the outside of the container (e.g., biohazard, fragile, do not freeze, etc.). Assure that sufficient types and quantities of supplies and materials are available at each institution to preclude delays or result in a break in provision of contracted service.
  - The DOC agrees to work with the contractor as needed to set acceptable levels of contractor-provided supplies and materials expected to be on hand at the various locations. The Department will make every attempt to limit or prevent excess stockpiling and/or waste.
  - Needlestick Safety and Prevention Act – State employees and contract agencies performing services under agreements resulting from State of Alaska solicitations will be held to the same regulations currently in effect, and specifically with regard to the Needlestick Safety and Prevention Act and the Bloodborne Pathogens Standards published at 29 CFR 1910.1030. Therefore, supplies will include adequate quantities of retractable or other types of safety needles and related supplies per OSHA regulation, for blood draws and/or other directed purposes.
- (b) **Specimen handling, transporting, reporting results:** Provide for the handling, processing, and reporting of results for all clinical laboratory tests and procedures requested by authorized representatives of the Department of Corrections. These will include, but are not limited to, those tests and procedures listed in RFP Attachment 1.
  - (1) Offeror to provide dedicated phone line and equipment (i.e., fax machine) onsite for reporting results directly to each of the twelve institutions listed. Reporting of results via other electronic data exchange methods will be required during the term of the contract to comply with the electronic health records system.

- Provide initial reports to the DOC-via facsimile equipment located at each site. Follow-up with original report documents by mail, or other DOC approved method, to each site. All reports will be provided in a timely manner.
- (2) Scheduled pick-up, handling, and method of delivery of specimens between DOC facilities and contractor's lab site will be arranged and provided for as follows.

(A) **Responsibility of Contractor – provided by contractor-arranged courier,** and will be picked up a minimum of three times per week (typically Monday, Wednesday, Friday) prior to 4:30 p.m. Alaska prevailing time, or at a time consistent with transportation or courier schedules, at the following locations:

- Anchorage Correctional Complex, Anchorage
  - Hiland Mountain Correctional Center, Eagle River
  - Fairbanks Correctional Center, Fairbanks
  - MatSu Pretrial Facility, Palmer \*
  - Palmer Correctional Center, Palmer (Sutton)
  - Spring Creek Correctional Center, Seward
  - Wildwood Correctional Complex, Kenai
- 
- Goose Creek Correctional Center, Wasilla – This location will require specimens to be picked up five times per week (each week day Monday through Friday).

It is critical the successful offeror complies with scheduled courier pick up times established at each institution. If a regularly scheduled pick up day falls on a State observed holiday, courier pick up will likely resume on the following weekday, or within specific terms as established in the contract regarding the process of appropriate notification and re-scheduling. Loss of specimens and delay in test results may put the health of inmates at risk.

(B) **Responsibility of Contractor – provided by contractor arranged transportation using best available methods per location** to ensure that samples arrive at testing lab timely for testing purposes. The schedules will be on an as-needed basis estimated to average three shipments per week, per location.

- Anvil Mountain Correctional Center, Nome
- Ketchikan Correctional Center, Ketchikan
- Lemon Creek Correctional Center, Juneau
- Yukon-Kuskokwim Correctional Center, Bethel

These four rural areas are not on the Alaska road system and typically will have very limited transportation options (methods and schedules) available for sending specimens to the contractor's lab for testing. In order to prevent "specimens received at lab too old to test", offerors must propose their plan to adequately address this issue for each location, which could include specimen testing being done in Alaska. (Suggested testing at an Alaska lab location may also be proposed for the Spring Creek facility due to limited transportation options between Seward and Anchorage.)

- (c) Additional tests/procedures: Make available, upon request, any tests and/or procedures accomplished by the offeror, but that are not specified on Appendix 1 of this RFP. The offeror shall provide a listing of the other available tests/procedures they offer, and disclose the percentage below their published fee (if any) available to DOC for those services.
- (d) Forms: Provide a supply of all necessary forms, to include "request forms" (forms upon which requests of laboratory services and supplies can be made), and "result forms" (format for the recording and transmitting of results for each test ordered) as applicable. The results must be transmitted from the lab back to the requesting institution within one working day following determination of the results by the lab.
- Note: This is a requirement until the EHR and lab interface are established and in operation; some back-up procedures may additionally be indicated at that time.
- (e) Routine Results: Except as otherwise noted herein, provide hard copy results of all tests to the specified facility within seventy-two hours of receipt of the sample (Note: The 72 hour requirement does not apply to cultures, esoteric tests, or other specialized tests that require additional time to process the results.) Hard copy results may be delivered by hand, facsimile/teleprinter, or other DOC approved electronic method, including via the EHR, once established. Offerors need to address how delivery of results will be accomplished for each institution listed in Section Four of the RFP, and include specific information regarding the type of transmission/prINTER equipment that will be provided as part of the offeror's proposal.
- (f) STAT Procedures: Provide for STAT (urgent) procedures upon request. The State reserves the right to obtain STAT procedures through local sources without compensation to the contractor. Offerors must specify any additional cost for STAT services. (Attach. #1)
- (g) Abnormal Test Results: Provide immediate telephonic reporting to the institution of abnormal test results that have the potential to lead to serious or life-threatening outcomes. All tests ordered "STAT" should also be reported immediately by telephone, even if normal. This requirement will remain following the implementation of the EHR interface.
- (h) Confidentiality: Whenever providing results of abnormal tests by telephone on an emergency and/or routine basis, to preserve confidentiality the offeror will be required to verify the identity of individuals requesting information about patients by telephone. The DOC will provide the successful offeror with the names of the medical staff at each institution that are approved to obtain telephonic information under the contract. The list will be periodically updated as needed.
- (i) Toll free Information Line: Establish a locally based (Anchorage area) service representative and provision of a toll free phone number (available 24/7) to provide assistance and respond to questions:
- regarding preparation and transportation of specimens; or
  - concerning services covered under the terms of the contract
- (j) Reporting Requirements: Provide usage reports, preferably each quarter and not less than semi-annually, covering each separate service location.
- (k) Itemized Billings: Contractor must separate billings for each facility and itemize each invoice to include the following – the date of service, ordering provider name, specimen number, patient name, patient ID, laboratory service description, CPT#, service code, and cost of the test. Requested data elements may change during the course of the contract.

- (l) Indirect Costs - Travel and per diem: Contractor will assume the costs of any and all travel-related expenses necessary to meet the terms of the contract.
- (m) The State of Alaska will provide:
- All necessary and appropriate space to accommodate the Contractor-provided teleprinter/facsimile equipment and to store contractor-provided specimen gathering/preparation/transportation supplies. Requests for replacement supplies and/or equipment necessary to meet the terms of the contract will be submitted timely by designated DOC staff.
  - Any associated administrative support to include assistance in the drawing, preparing, packing, and mailing or preparing for the transport of specimens. The DOC Chief Medical Officer will ensure that the medical and operations staff will assist in providing the successful offeror's representative speedy access to specimen samples, so as not to delay their expeditious processing.
  - Written notification of the names of individuals who are authorized to receive, on behalf of DOC, telephonic results from the Contractor.

## **5.02 Staff Requirements & Qualifications**

In order for their proposals to be considered responsive, offerors must first meet the minimum requirements specified in RFP section 2.08.

- (a) The successful offeror must provide all staff necessary to accomplish the work requirements as specified in the Request for Proposals. The contractor must ensure that all persons working under the terms of any contract awarded as a result of this RFP meet the State of Alaska requirements for State licenses and/or certification and that they are fully qualified to perform the portion of services delineated in the contract that they individually perform. The contractor will furnish to the Department of Corrections copies of current individual licenses, certificates, and proof of formal training as appropriate or upon request.
- (b) Personnel who process and analyze medical specimens must meet all state and federal standards for certification. The successful offeror must ensure that all medical laboratory services provided meet the College of American Pathologist (CAP) Inspection and Accreditation Program standards for tests in the fields of microbiology, hematology, chemistry, bacteriology, clinical microscopy, seroimmunology, surgical pathology, cytopathology, molecular pathology, coagulation, etc.
- (c) Additionally, the successful offeror must assure that all couriers, handlers, and local administrative personnel associated with the provision of their services under the terms of the contract are licensed to do business in the State of Alaska, are qualified to perform the duties for which they have been assigned responsibility, and are covered by the appropriate insurance. Persons entering DOC facilities or property will additionally require a background check.

### **5.03 Supplemental Standards and Tasks**

The successful offeror will assure that the laboratory services provided meet the standards of the American Correctional Association and the National Commission on Correctional Health Care for the health care of prisoners in DOC facilities. ([www.aca.org](http://www.aca.org); [www.ncchc.org](http://www.ncchc.org))

The successful offeror will be obligated to:

- (a) Comply with all standing institution security requirements, procedures and other protocols relating to the provision of services required by this RFP;
- (b) Provide technical testimony (may be telephonic) for court cases and to the legislature on prisoner health care when requested;
- (c) Maintain a close working relationship with those ultimately responsible for inmate health care, i.e., the correctional facility superintendents, institution health care officers and nursing staff, and the DOC Chief Medical Officer.



## 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, offerors 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 such as resumes, list of references, etc.

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, Plan for Service, and Budget Narrative
  - Qualifications and Experience
- (4) Cost Proposal
- (5) Certification of entitlement to Alaska Bidder Preference and/or other preferences (if applicable)

### 6.02 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.

### 6.03 Introduction

This section shall contain the following:

- (a) Offeror Information and Assurance Form (RFP Attachment #4). 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:

Professional – With their proposal, offerors must include acceptable evidence that the offeror holds any necessary applicable professional licenses required by the State, and meets any other certification or applicable requirements outlined in Sections 2.08 and 6.04(b).

Alaska Business License – Offerors are not required to possess an Alaska business license at the time their proposal is submitted. However, the successful offeror must hold a valid Alaska business license prior to the award of a contract resulting from this solicitation.

- Offerors who possess a valid Alaska business license at the time their proposal is submitted should include either a copy, or reference the ABL number with their offer.
- 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. (See RFP subsections 2.12 – 2.15 for more information on these and other preferences that may apply, and related requirements or affidavits.)

- (c) Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

#### **6.04 Technical Proposal**

- (a) Understanding of Work to be Performed, Plan for Service, Budget Narrative:

- (1) Understanding

Describe in detail your understanding of the work that is to be performed as described in Section 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.

- (2) Plan for Service

Transition Plan – The State of Alaska currently has a contract in place covering lab testing services that will expire later this year. The State DOC expects no break in the provision of this critical service between the end of that agreement and the start up of the new contract resulting from this RFP. Vendors must address a proposed transition plan, including their ramp up timeline, that will precede the contract start date and show how they intend to have all facilities prepared and ready for timely commencement of services.

Additionally, offerors must provide a comprehensive narrative that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in Section Five. Offeror's plan should address all services required including, but not limited to the following elements:

- (A) Laboratory description and location
- (B) Supplies and materials to be provided that are necessary for collection, preservation, and transportation of specimens for testing;
- (C) Process for specimen handling, transporting and reporting results to include providing dedicated phone lines and equipment or other methods of electronic reporting;
- (D) Scheduling pick up of specimens at the various institutions;
- (E) Specific plan detailing what method/s are proposed for transporting specimens from each of the 12 identified institutions to the testing laboratory (section 5.01(b)(2)(A&B))
- (F) Proposed process to be utilized for billing the DOC for services rendered. (section 5.01(k))
- (G) Additional tests/procedures available and the discount percentage off applicable Client Fee Schedule offered;
- (H) Appropriate forms;
- (I) Provision of test results;
- (J) STAT procedures
- (K) Confidentiality issues;
- (L) Contractor contact information names, phone numbers;
- (M) Readiness plan for coordinating and transitioning to DOC's Electronic Records System
- (N) Identify – your assumptions, any problems foreseen, conflicts of policies and offer potential solutions;
- (O) Any other information pertinent to providing these services to the DOC.

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 State's objectives.

Include in this section how much travel, if any, you anticipate in the performance of this contract. (No travel is required in the State's scope of work.)

If you are providing a proposal that utilizes a subcontractor approach, detail how the subcontractor's work will assist in the work to be performed, and the estimated percentage of total work the subcontractor is expected to provide.

(b) Experience, Qualifications, and Organizational Structure:

Staff Qualifications and Experience – Provide current resumes (name, highest degree obtained, position or title, area of responsibility, education, experience, and certification) for the following personnel:

- Director of the clinical laboratory;
- Key "contact" personnel, namely those working directly on the contract with DOC;
- Lab's general supervisor;
- Contractor's EHR / Information Technology supervisor or assigned contact
- Resumes for technical supervisors are desirable.

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 shall also be included with the offeror's proposal. (See subsection 1.14 for more information on subcontracting.)

Agency Experience Providing Services – The offeror must indicate prior experience in administering the services required under this RFP, or similar services. At a minimum, offerors should address the following in their submitted proposals:

- Organization Chart;
- Include a description of similar services or contracts provided and dates;
- Include current professional reference names and phone numbers that can provide confirmation of applicable services rendered;
- Governing Policies – If applicable, include one copy with original proposal.
- Include documentation of technical specifications regarding current Application Programming Interface (API) and data interface(s);
- Litigation History – Each proposal shall include a statement indicating whether or not the offeror or any individuals working on 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. The proposal's budget narrative will be evaluated as part of Section 6.04(a) and 7.01.

## 6.05 Cost Proposal

Offerors must submit their proposed cost on the attached proposal cost form, Attachment #1 (or an equivalent form that shows all the same information). The total cost on the cost proposal form will also be the figure used in the calculation to convert cost to points.

Firm pricing for 3 fiscal year periods – The proposed rates on the cost proposal form (and to include any revisions established through the negotiation process) will be binding upon the successful offeror for the first three fiscal year periods (FY15-17).

Percentage Price Increase – For the subsequent periods of performance starting in year #3 (at end of FY17; beginning not sooner than 7/1/17); year #6 (end of FY 20, beginning not sooner than 7/1/20) and year #9 (end of FY23, beginning not sooner than 7/1/23) the State will allow an increase of 2½ % percent to the contract prices in effect on Appendix D of the most current agreement.

Increases must be requested in writing and received by the procurement officer at least 30 days in advance of the permitted timeframes to begin on July 1<sup>st</sup> of the indicated fiscal year. Qualifying increase requests submitted by the end of May will be effective July 1<sup>st</sup>. If less than a 30-day notice is received by the State, the increase will take place 30 days after the procurement officer has received the request and provides a written contract amendment effecting the change.

#### **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.

Other Preferences – see sections 2.13-2.15 for information regarding other preferences that may apply.

#### **6.07 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Responsive offers 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.

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

THE TOTAL NUMBER OF POINTS ASSIGNED  
TO SCORE THESE PROPOSALS IS 1,000

### **7.01 Technical Proposal Evaluation – 50% (500 /1,000 total points)**

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

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

250 max. points – Qualifications and Experience

subtotal 1,000 max points

### **7.02 Cost Proposal Evaluation – 40% (400 /1,000 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 2.13.

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.

- EHR Note: The subsequent medical lab contractor shall be required to interface with the Department of Corrections (DOC) Electronic Health Records system contractor, MedUnison. The medical lab contractor shall be responsible for any additional costs to interface above and beyond what MedUnison is currently charging the DOC. It shall be the medical lab contractor's responsibility to determine any additional costs to meet this obligation.
- According to the schedule currently in place between DOC and MedUnison, the lab contractor's target date to have the interface fully tested and implemented is by November 4, 2014.

### **7.03 Alaskan Offeror's Preference – 10% (100 /1,000 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.

### **7.04 Proposal Evaluation Form**

Proposals will be evaluated against the questions set out in Attachment 6, the Proposal Evaluation Form document.

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement
  - 5.1 Standard Agreement Form for Professional Services (*example*)
  - 5.2 Appendix A
  - 5.3 Appendix B2
6. Proposal Evaluation Form (*sample*)
7. Certification of Entitlement to the Alaska Bidder Preference
8. Security Clearance Form (*example*)
9. Department Policy & Procedure 202.01 and 202.15

## Attachment 1

### COST PROPOSAL FORM RFP # 2015-2000-2477

Offerors must use this form, or an equivalent format, to enter data that will be utilized to determine the cost per test for provision of services. All proposed costs (including personnel, direct, indirect, any travel and/or implementation costs, etc.) must be included in the per test costs. The following sample service requirement quantities will be used for *cost evaluation purposes only* and are not to be considered the expected annual workload. Pricing is required for every item on the entire listing. The prices as specified in Attachment 1 (or negotiated per sec. 2.17) will be binding on the offeror for the periods of service covered by this RFP. (See RFP sec. 1.07 for required review by vendors, and 1.08 for question submission procedures.)

Page 1 of 2

ITEM NO.	TEST NAME	CPT CODE	EST. TESTS PER/YR	COST PER TEST	COST OF LINE ITEM
<b>General-Standard-Misc</b>					
1	Comprehensive Metabolic Panel	80053	1,750		
2	CBC-Diff-Plt Ct	85025	2,050		
3	Urinalysis	81000	275		
4	Lipid Profile (with HDL)	80061	850		
5	Partial Thromboplastin Time	85730	25		
6	Prothrombin Time w/ INR	85610	200		
7	Amylase	82150	75		
8	Ammonia	82140	25		
9	Iron Profile (Fe, Transferrin, % Sat)	83540	15		
10	H. Pylori IgG	86677	10		
11	H. Pylori breath test	83013	10		
12	Vitamin B-12 Level	82607	50		
13	Anti-Nuclear Antibody (ANA)	86038	10		
14	Liver function test	80076	100		
15	Prenatal Panel	80055	100		
16	Quad sScreen (maternity)	n/a	5		
17	CBC (H/H, RBC, WBC, PLT)	85027	450		
18	Hepatic Function Panel	80076	68		
19	Basic Metabolic Panel	80048	74		
20	Electrolyte Panel	80051	12		
<b>HIV-Related</b>					
21	HIV-ELISA	86703	25		
22	HIV-RNA Quantitative	87536	25		
23	CD-4 Count	84436	25		
<b>Hepatitis-Related</b>					
24	Acute Hepatitis Profile	80074	50		
25	HBV-Core IgM + IgG		25		
26	HBsAg	87340	75		
27	RPR	86592	75		
28	HCV-ELISA	86803	25		
<b>Endocrine Related</b>					
29	Hemoglobin A1-C	83036	450		
30	Glucose	82947	75		
31	Urine Microalbumin	82043	75		
32	Thyroid Stimulating Hormone	84443	750		
33	T3	84479	81		
34	T4	84436	39		
35	Serum HCG (Qualitative & Quantitative)		50		
36	Prolactin	84146	50		



ITEM NO.	TEST NAME	CPT CODE	# TESTS PER/YR	COST PER TEST	COST OF LINE ITEM
<b>Drug Levels</b>					
37	Diphenylhydantoin	80185	75		
38	Valproic Acid	80164	300		
39	Lithium	80178	250		
40	Carbamazepine	80156	100		
41	Amitriptyline	80152	10		
42	Digoxin	80162	10		
43	Serum Drug Screen *	80100	50		
44	Urine Drug Screen *	80100	50		
<b>Tumor Markers</b>					
45	Alpha Feto-Protein	82105	200		
46	CEA	82378	15		
47	Prostate Specific Antigen	84153	150		
<b>Microbiology</b>					
48	Urine Culture & Sensitivity	81001	350		
49	Throat Culture	87070	10		
50	Culture, aerobic/aner	87070	250		
51	Culture, aerobic bac		100		
<b>TOTAL COST OF PROPOSAL (for evaluation purposes)</b>				<b>\$</b>	

\* Items 43-44: Drug screens consist of the following: amphetamines; THC; cocaine, opiates; barbiturates.

#### ADDITIONAL PROPOSAL INFORMATION REQUIRED

In addition to the completed cost proposal form above, offerors must provide a complete listing of their current client fee schedule showing all lab tests available, and the cost for each. If offered, indicate the percentage discount, for the additional tests not specified in the Cost Proposal Form above that will be available to the DOC. (Any discounts taken under a contract resulting from this solicitation for the available tests not listed above will be calculated based on the contractor's Client Fee Schedule that is in effect at the time of service provision.) Either enter the discount amount, or zero if none offered:

**AMOUNT OF DISCOUNT OFFERED: \_\_\_\_\_ %**

If proposed, indicate any extra per test fee for STAT services (see Section 5.01(f):

**When requested by DOC, STAT testing for services will be performed at an additional \$ \_\_\_\_\_ charge per test.**

Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PROPOSAL RESPONSIVENESS CHECKLIST****Medical Laboratory Testing Services, Statewide  
RFP #2015-2000-2477**

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	√
Proposal (sealed) received by <b>2:30 PM. September 2, 2014</b> in the office of the procurement officer	
Proposal includes original document plus 3 Copies (4 total copies)	
Table of Contents (sec. 6.02)	
Offeror Information & Assurance Form – signed & notarized (sec. 603[a])	
Conflict of Interest Statement (sec. 1.17, 603[c])	
Statement of Understanding & Plan for Service (sec. 6.04[a])	
Qualifications and Experience (sec. 2.08; 6.04[b] requirements)	
Evidence of meeting any licensing or certification requirements (sec. 6.03[b])	
Alaska Bidder Preference Certification (if applicable/sec. 2.14, Attachment 7) and / or other preferences that may apply if qualifications met	
Proposed Cost Form (sec. 6.05)	
Budget Narrative (sec.604[c])	
Litigation History (sec. 6.04[b]) )	

**RFP RECEIPT ACKNOWLEDGMENT FORM**

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

**Medical Laboratory Testing Services  
Statewide**

**RFP #2015-2000-2477**

**ISSUED**

**August 11, 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/INDIVIDUAL Name*

*Address:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Phone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*Email:* \_\_\_\_\_

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*DATE*

**OFFEROR INFORMATION AND ASSURANCE FORM**

Request for Proposals #2015-2000-2477  
Department of Corrections

Title: Medical Laboratory Testing Services  
Location of Project: statewide  
Contract Projected to Begin: October 1, 2014  
Contract Projected to End: June 30, 2024

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 #5.1 **EXAMPLE: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

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	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>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.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
<p><b>12. CONTRACTOR</b></p> <p>Name of Firm</p> <p>Signature of Authorized Representative</p> <p>Typed or Printed Name of Authorized Representative</p> <p>Title</p>		<p><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.</p>	
<p><b>13. CONTRACTING AGENCY</b></p> <p>Department/Division</p> <p>Signature of Project Director</p> <p>Typed or Printed Name of Project Director</p> <p>Title</p>		<p>Signature of Head of Contracting Agency or Designee</p> <p>Typed or Printed Name</p> <p>Title</p>	<p>Date</p>

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.

## **APPENDIX A (continued)**

### **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, nonrenewal, 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 occurrence.

**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 occurrence.

**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:

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



**PROPOSAL EVALUATION FORM**  
**Medical Lab Testing Services**  
**RFP # 2015-2000-2477**

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

Offeror – Individual or Firm Name \_\_\_\_\_

Evaluator - Name of PEC Member \_\_\_\_\_

EVALUATION CRITERIA AND SCORING  
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1,000

Proposals will be evaluated against the questions set out below. This does not preclude other program requirements from being evaluated in this process that may not be specifically listed below.

**7.01 TECHNICAL EVALUATION SECTIONS**

**Understanding of the Project, Plan for Services, Budget Narrative (section 6.04[a])**  
**Maximum Point Value for this Section – 25% (250 points available this section)**

- (a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the work to be provided?  
*Maximum points available this question = 30* *Points Awarded: \_\_\_\_\_*
- (b) Has the offeror demonstrated it understands the services and deliverables the State expects it to provide including the statewide locations requiring services?  
*Maximum points available these questions = 30* *Points Awarded: \_\_\_\_\_*
- (c) How well has the offeror described their plan for providing supplies, materials and equipment in support of the services?  
*Maximum points available these questions = 20* *Points Awarded: \_\_\_\_\_*
- (d) How well has the offeror described their plan for couriers to pick up specimens?  
*Maximum points available this question = 20* *Points Awarded: \_\_\_\_\_*
- (e) How well has the offeror addressed the reporting requirements including STAT and abnormal test results?  
*Maximum points available this question = 7* *Points Awarded: \_\_\_\_\_*
- (f) Is the offeror's description / list of additional tests and procedures adequate and clear?  
*Maximum points available this question = 15* *Points Awarded: \_\_\_\_\_*
- (g) How thoroughly did the offeror address the process, and forms to be used, for transmitting lab request and results?  
*Maximum points available this question = 5* *Points Awarded: \_\_\_\_\_*
- (h) Does the offeror's confidentiality of reporting appear to be adequate?  
*Maximum points available this question = 7* *Points Awarded: \_\_\_\_\_*
- (i) Has the offeror provided a toll-free number for information and assistance?  
*Maximum points available this question = 7* *Points Awarded: \_\_\_\_\_*
- (j) Does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?  
*Maximum points available this question = 10* *Points Awarded: \_\_\_\_\_*

- (k) Is the organization of the project team clear?  
Maximum points available this question = 15 Points Awarded: \_\_\_\_\_
- (l) Does the management plan illustrate the lines of authority and communication?  
Maximum points available this question = 10 Points Awarded: \_\_\_\_\_
- (m) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?  
Maximum points available this question = 5 Points Awarded: \_\_\_\_\_
- (n) Is the proposal practical and feasible?  
Maximum points available this question = 10 Points Awarded: \_\_\_\_\_
- (o) Have any potential problems been identified? If so, are solutions proposed?  
Maximum points available this question = 2 Points Awarded: \_\_\_\_\_
- (p) Does the proposal address in sufficient detail all of the items in Section Five of the RFP?  
Maximum points available this question = 10 Points Awarded: \_\_\_\_\_
- (q) Has the offeror indicated the level of their ability to expand services should the need arise?  
Maximum points available this question = 2 Points Awarded: \_\_\_\_\_
- Budget Narrative*
- (r) How detailed and feasible is the budget narrative?  
Maximum points available this question = 15 Points Awarded: \_\_\_\_\_
- (s) How adequately does the proposal explain the direct, indirect, and subcontracted (if applicable) costs associated with the performance of this service?  
Maximum points available this question = 15 Points Awarded: \_\_\_\_\_
- (t) How appropriate are the costs proposed for accomplishing the required scope of work?  
Maximum points available this question = 15 Points Awarded: \_\_\_\_\_

SUBTOTAL – UNDERSTANDING / PLAN / BUDGET NARRATIVE: \_\_\_\_\_

#### **Qualifications and Experience (section 6.04[b])**

**Maximum Point Value for this Section – 25% (250 points available this section)**

- (u) How well does the information provided by the offeror meet the requirements of section 2.08, description of qualifications and experience of the laboratory vendor?  
Maximum points available this question = 50 Points Awarded: \_\_\_\_\_
- (v) Do the descriptions of essential personnel demonstrate that they possess backgrounds that would be desirable for individuals engaged in work the contract requires? (Director of Clinical Laboratory, Contract Manager, Lab Supervisor, IT/EHR contact, etc.)  
Maximum points available this question = 40 Points Awarded: \_\_\_\_\_
- (w) How extensive is the applicable experience and education of the key contract individual designed to administer and manage the contract? (previous contracts or agreements providing staffing to other agencies)  
Maximum points available this question = 30 Points Awarded: \_\_\_\_\_
- (x) Is the list of references for the laboratory current and sufficient to determine if minimum experience requirements are met?  
Maximum points available this question = 50 Points Awarded: \_\_\_\_\_

- (y) Did the offeror provide an organizational chart and/or organizational information? Is the organization of the project team and support staff depicted in a logical manner?  
Maximum points available this question = 35 Points Awarded: \_\_\_\_\_
- (z) How successful is the general history of the firm regarding timely and successful completion of projects and provision of services?  
Maximum points available this question = 25 Points Awarded: \_\_\_\_\_
- (aa) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?  
Maximum points available this question = 2 ½ Points Awarded: \_\_\_\_\_
- (bb) 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?  
Maximum points available this question = 2 ½ Points Awarded: \_\_\_\_\_
- (cc) Has the offeror provided the required litigation history details?  
Maximum points available this question = 15 Points Awarded: \_\_\_\_\_

SUBTOTAL, QUALIFICATIONS / EXPERIENCE: \_\_\_\_\_

### SCORING

#### 7.01 TECHNICAL PROPOSAL EVALUATION, 50%(see questions above):

- Understanding of Work to be Performed and Plan for Services  
0 to 250 points \_\_\_\_\_
- Qualifications and Experience  
0 to 250 points \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

#### 7.02 CONTRACT COST, 40%

*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 in Section 2.16.*

400 maximum points

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

(To be calculated and provided by procurement officer)

#### 7.03 ALASKA OFFEROR PREFERENCE, 10%

*Alaska bidders receive a 10 percent overall evaluation point preference. Point value for Alaska bidders in this section: 100 points  
1,000 points x 10 percent = 100 points*

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

**EVALUATOR'S POINT TOTAL FOR 7.03 (either 0 or 100)** \_\_\_\_\_

(Determination to be first reviewed and verified by procurement officer)

\* \* \* \* \*

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

Offeror – Individual or Firm Name \_\_\_\_\_

Evaluator - Name of PEC Member \_\_\_\_\_

**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**  
RFP #2015-2000-2477

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:

1. As of the closing date of the Request for Proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a copy of an Alaska business license;
  - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
  - a canceled check for the Alaska business license fee;
  - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; *OR*
  - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) 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;
  - (c) 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*
  - (d) if a joint venture\*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

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**Signature of Offeror or Offeror's Authorized Agent**

---

**Date**

---

**Printed Name**

\* See additional required information at RFP section 2.14 / Affidavit

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: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

Is applicant currently on probation or parole? \_\_\_\_\_ If yes, where? \_\_\_\_\_

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)

	<b>State of Alaska Department of Corrections Policies and Procedures</b>	<b>Index #:</b>	202.01	<b>Page 1 of 2</b>	
		<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

---

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.
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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:
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- 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

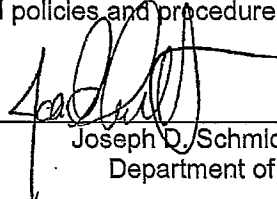
1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand; 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 \_\_\_\_\_