



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

Request for Proposals

RFP Number 2016-2000-3087

Date of Issue: September 15, 2015

Title and Purpose of RFP:

Nurse Relief Services Statewide

(secondary contract)

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
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. 7th Avenue, Suite 1800
Anchorage, AK 99501**

RFP #2016-2000-3087 – Nurse Relief Services

Proposals must be received no later than **4:00 P.M., Alaska Time on October 7, 2015**. Neither faxed proposals nor emailed proposals are acceptable, unless prior arrangements have been made with the procurement officer. Oral proposals are not 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 should be directed to:

Mary Lockwood
Phone: 907-269-7352
Fax: 907-269-7345
TDD: 907-269-7340
Email: 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 November 1, 2015 through June 30, 2016 plus possible renewals through October 31, 2018. 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: September 15, 2015
- Proposal due date: October 7, 2015
- Proposal Evaluation Committee completes evaluation by: October 14, 2015
- State of Alaska issues Notice of Intent to Award a Contract: October 16, 2015
- State of Alaska issues contract: October 28, 2015
- Contract start date (target date): November 1, 2015
- First contractor work period: November 1, 2015 – June 30, 2016
- Second contractor work period: July 1, 2016 – June 30, 2017
- Third contractor work period: July 1, 2017 – June 30, 2018
- Final contractor work period: July 1, 2018 – October 31, 2018

1.03 Purpose of the RFP

The Department of Corrections is soliciting proposals to provide relief nursing services for the purpose of utilizing temporary RNs, LPNs, and CNAs to fill short-term staffing requests on an as-needed basis.

The DOC presently has one agreement in place covering similar services. The DOC is seeking an additional contract source to draw from to meet its anticipated expanding service requirement needs. A contract resulting from this solicitation will be considered “secondary” to the existing agreement.

Also see additional information contained within Sections 4 and 5 of this RFP, covering Background Information and Scope of Work.

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 costs included within the proposals submitted. Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

1.05 Location of Work

The services are to be performed primarily at locations in the Anchorage area (estimated 60% of total). Also, services may occasionally be required at any of the other institutions through the state (estimated 40%). The State will only provide workspace for use by the contractor’s staff while providing direct services on-site at DOC facilities. All other workspace is the responsibility of 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.

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 Prior Experience and Mandatory Qualifications

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

- (a) **Qualifications/Experience – Agency:** There are no minimum agency qualifications or experience requirements for a vendor offering a proposal under this RFP except that the agency must currently be in the business of providing temporary staffing services.

During proposal evaluation, consideration will be given to factors including, but not limited to: length of time the offeror has been in the business of filling professional medical vacancies (permanent or temporary), the potential number and location of nursing staff the firm is able to draw from to fill the State's staffing needs; demonstrated ability to fill relief nurse requests in correctional institutions; and the number and type of past contracts or agreements (government and private) providing similar services.

- (b) **Mandatory Qualifications – Relief Staffing Requirements:**

- Registered Nurse: Individuals must have graduated from a school of nursing accredited by the National League for Nursing, or licensed to practice as a registered nurse in the State of Alaska. One year of experience is required. Experience in an emergency room/ward or in a penal environment is preferred. (Other combinations of training and experience will be evaluated on an individual basis for comparability; however, there is no substitution for the required education. Eligibility for licensure to practice as a Registered Nurse in the State of Alaska is required.)
- Licensed Practical Nurse: A diploma or certificate from an accredited school in practical nursing and eligibility for licensure as a practical nurse in the State of Alaska.
- Certified Nursing Assistant: A diploma or certificate from an accredited school, and be certified or have eligibility for certification as a Certified Nursing Assistant with the State of Alaska.

An offeror's failure to meet these minimum 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.

$$\begin{array}{rclclcl} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{rclclcl} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

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

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

[STEP 2]

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

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

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

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 Contract Negotiations – After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the 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: The contractor may request a one-time Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal that begins 7/1/17 (FY18). If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the State receives their written request.

Said price increase may not, under any circumstances, exceed 1½ percent of each hourly rate price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

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 and locations covered 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 requested, 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.

Note – Electronic Health Records (EHR): The Department of Corrections is in the process of implementing the use of electronic health records, portions of which could be inaugurated sometime within the next few months or so. At such times as the DOC institutes this change over, contract vendors will be required to comply with its use as applicable. Specifically, it is anticipated that nurses will be required to participate in DOC-provided training sessions regarding use of the Department's EHR system.

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

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

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 could receive services 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 General Scope of Work

Services required in this RFP are for an agency to provide RNs, LPNs, and CNAs on an as-needed basis at its correctional centers statewide. Offerors must propose the services of Licensed Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants. The contractor's filling of short-term staffing requests will augment ongoing services being provided by the State's nurse staff positions including both full time permanent and non-perm employees.

- Historically, the requests for nurse relief services have primarily been at either the RN or LPN level of staffing. However, because the CNA level may also be requested, the State is requiring pricing on the Cost Proposal for all three categories. Estimated usage is unknown.

It is anticipated that approximately 60% of the services will be needed at the Anchorage area institutions, with the remaining 40% being utilized for all other statewide locations combined. Anchorage, Alaska will be considered the base or hub location for purposes of determining allowable travel expense reimbursement under the contract resulting from this RFP. The DOC will only reimburse travel expenses for contract services provided at locations exceeding 50 miles one-way distance from Anchorage. (See Attachment #10 for allowable guidelines.)

The DOC has adopted policies and procedures for the health care of prisoners. The successful offeror will provide services within these policies and procedures. (DOC Policies & Procedures, Health and Rehabilitation Services, Chapter 807 – Medical and Health Care Services) The Health Care Administrator, or designee, is the contract manager and is responsible for all medical policy decisions regarding this contract. A list of departmental health care policies and procedures is available by following the link online at:

<http://www.correct.state.ak.us/commissioner/policies-procedures>

5.02 Work Requirements

The successful offeror and contract staff must:

- (a) Maintain a close working relationship with those ultimately responsible for inmate health care, i.e., the Health Care Administrator, the Chief Medical Officer, Institutional Health Care Officers (IHCO), Health Practitioners (HP), and the Nurse Supervisor.

The contractor and contract staff will consult with and refer to the appropriate Department personnel as follows:

- Consult with the Institutional Health Care Officer (IHCO) or Health Practitioner at the appropriate facility when deemed necessary. Unless otherwise specified, the IHCOs or HPs have the responsibility for decisions relating to the medical care of individuals incarcerated in the specified correctional centers covered under this contract.
 - The Health Care Administrator, or designee, is the contract manager and is responsible for all decisions regarding this contract.
- (b) Comply with all standing institution security requirements, procedures and protocols related to provision of services required in this contract.

- (c) Attend meetings when requested by the DOC.
- (d) Maintain nursing care standards and scope of practice as set out by the Alaska Board of Nursing.
- (e) The contract nurses must accomplish all duties appropriate to their license/certification to include those involved in emergency care. They shall provide care within their scope of practice as directed by the Health Practitioner.

Specific duties shall include, but are not limited to the following:

Nurse Duties (RN & LPN):

- Provide general nursing care to patients;
- Perform individualized patient assessment and care;
- Evaluate inmate requests for health care and initiate appropriate interventions;
- Coordinate inmate sick call;
- Participate in therapeutic activities;
- Administer prescribed medications and treatments;
- Observe and document patient's response to treatment;
- Maintain patient medical records;
- Perform clear, concise, and thorough documentation.

CNA Duty Requirements:

- Provide general personal care to patients;
 - Take vital signs;
 - Assist nurses as required
- (f) **Staff Orientation:** All contract staff must receive a security and medical operations orientation prior to assuming the first duty shift. The minimum orientation of any new contract staff shall be eight (8) hours at the assigned facility, or as agreed upon by contractor and the DOC Health Care Administrator, or designee. Scheduling of the orientation will be coordinated through the DOC Anchorage Central Office Inmate Health Care section. The contractor will be responsible for assuring the orientation is completed prior to the first duty shift.

Orientation hours required by the Department will be billed by the contractor for reimbursement by the DOC within the terms of the finalized contract. (see also RFP Attachment 11, Part 2)

5.03 Work Schedule

- (a) **Various Hours and Shifts:** Relief coverage may be requested on a weekly, daily, or shift-by-shift basis. There is no guaranteed quantity of work.
- Shifts vary by location, day of the week, and position within the facility. There is no average shift length. A shift might be 7.5 hours, 9.5 hours, 10 hours, 11.5 hours or 12.5 hours.

- (b) Lunch Break: 30 minute lunch breaks are mandatory. The State will not pay for lunch breaks.

5.04 Nurse Request Process

- (a) Routine Relief: The Department will attempt to provide a minimum of a ten (10) day notice for routine relief requirements.
- (b) Emergency Relief: Notice of an emergency relief requirement is considered from one (1) to six (6) days. The successful offerer shall strive to meet the requirement(s) for emergency relief at the level of service requested, but will not be penalized if a replacement cannot be provided during the time required. If there is an emergent need, and if there are funds remaining in the contract encumbrance, the Health Care Administrator or designee may authorize a work request prior to obtaining the cost estimate. The completion of the form and other required information shall follow as quickly as possible.
- (c) Request for Relief Process: See Attachment #11 for sample relief request form. Contractor will submit completed forms to the State not less than seven (7) days prior to the requested routine relief staff report time. Completed emergency relief forms will be submitted as soon as possible. Cost estimates may vary depending on the hours and shift requested. Travel may also be required depending on the location of the institution requiring services.
- (d) Cancellation of Request by DOC: If circumstances change following completion of a relief request form setting up services, the Department will attempt to provide a cancellation notice to the contractor not later than twenty-four (24) hours prior to the scheduled relief report time.

5.05 Non-Exclusive Contract

The Department reserves the right to seek services from other vendors if the successful offeror is unable to provide services after a request for relief services form has been submitted. The Department reserves the right to solicit additional contractors to supplement services if the successful offeror frequently fails to fill relief needs.

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) 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.

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 presented 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

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 this RFP. Offeror's plan should address all services required and critical elements including staffing, travel, scheduling and response timeframes, etc.

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.

If you are providing a proposal that utilizes a subcontractor approach, include details of how the proposed subcontractor's work will assist in the work to be performed. (see sec. 1.15)

- The DOC understands that some vendors initially may not be staffed to the fullest extent needed to assume this contract. In this case, the offeror needs to submit a plan for how they would acquire and maintain the resources (personnel) necessary to provide the proposed services. A plan for hiring, accompanied by a time schedule for implementation, is to be included in the proposal.
- If arrangements already exist or agreements are in place between the offeror and any potential subcontractors, either the specific nature of those arrangements should be addressed, or a letter of commitment from the proposed subcontractors should also be included in this section.

If applicable, offerors should describe any problems they foresee in the provision of services as well as potential solutions to those problems. (see section 1.08)

(3) Budget Narrative

Offerors 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 a vendor's plan for service.

(b) Experience, Qualifications, and Organizational Structure:

(1) Agency's Experience Providing Services

The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. Address your ability to fill requests with nurses willing to work in a correctional setting. At a minimum, offerors should address the following in their submitted proposals:

- Organization of the agency (organization chart);
- Include a description of similar services or contracts provided and dates (preferably recent);
- Include current reference names and phone numbers that can provide confirmation of applicable services rendered;
- Governing Policies – If applicable, include one copy with original proposal.

(2) Management Staff Qualifications

Current resume/vitae of education, training and experience for the individual responsible for overseeing the contract resulting from this RFP shall be included in the proposal.

(3) Relief Nursing Staff

A current resume/vitae of education, training and experience and current licenses for each individual working as a relief nurse will be required prior to utilizing the individual's services under the contract.

(4) Litigation History

Each proposal shall include a statement indicating whether or not the firm or any key individuals proposed to work on the contract have litigation history as follows: The offeror must include a summary of all litigation 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 (under current and previous businesses

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.

- Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these services. List the current and the past five years of information including any known "pending" or "in process" litigation.
- Litigation of personal issues not germane to the services herein (i.e. automobile not related to substance abuse, divorce, child custody or support) is not required.

6.05 Cost Proposal

Offerors must submit their proposed cost on the attached proposal cost form, Attachment #1 (or an equivalent format). The total cost on the cost proposal form will be the figure used in the calculation to convert cost to points. The rates per hour will include all costs necessary in order to provide the services described in this RFP except as noted below. No additional costs shall be allowed.

Specifically excluded from the hourly rates are the following costs:

- Reimbursable travel expenses: Anchorage, Alaska will be considered the base location under the terms of a contract resulting from this solicitation. As applicable for service locations that exceed a 50-mile one-way distance from Anchorage, travel expenses will be reimbursed to the contractor by the DOC separately and in accordance with allowable guidelines. (refer to Attachment #10)
- When the contract resulting from this RFP is finalized, the State will include a separate travel budget to cover reimbursement of allowable expenses.

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 200

7.01 Technical Proposal Evaluation – 50% (100/200 total points)

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

50 max. points – Understanding of Work and Plan for Service; Budget Narrative
50 max. points – Experience and Qualifications
subtotal 100 max points

7.02 Cost Proposal Evaluation – 40% (80/100 total points)

Offerors must submit proposed costs as outlined in paragraph 6.05. The cost amount used for evaluation may be affected by one or more of the preferences referenced under paragraph 2.13.

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.

7.03 Alaskan Offeror's Preference – 10% (20/200 total points)

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

NOTE: See sample Proposal Evaluation Form (Attachment 6)

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form *(required)*
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
10. Travel Expense Guidelines
11. Nurse Relief Services Request / Approval Form *(example)*

Attachment 1

**COST PROPOSAL FORM
Nurse Relief Services, Statewide
RFP 2016-2000-3087**

IMPORTANT – Offerors must use this form to enter data that will be utilized to determine the proposed cost for provision of services, and it will also be used for evaluation purposes to convert the cost to points. The purpose is to submit costs in a manner DOC can evaluate and score, and then use to establish billing rates for the resultant contract.

Pricing is required for every rate requested. Offers that do not include pricing for every service category shown below will be rejected.

Registered Nurse	rate per hour
Regular rate per hour, RN	\$
Overtime rate per hour, RN	\$
Licensed Practical Nurse	rate per hour
Regular rate per hour, LPN	\$
Overtime rate per hour, LPN	\$
Certified Nursing Assistant	rate per hour
Regular rate per hour, CNA	\$
Overtime rate per hour, CNA	\$
<i>TOTAL – for evaluation purposes</i>	\$

Note:

- Per information in RFP Section 6.05, the rates proposed on this form include all direct and indirect expenses associated with provision of the services indicated.
- The DOC will not pay overtime rates per hour until the contract employee has worked 40 hours in one week on assignment with the DOC. For purposes of calculating overtime, one week is defined as 12:01 a.m. Monday through midnight Sunday.

Agency Name

Authorized Signature

Date

PROPOSAL RESPONSIVENESS CHECKLIST**RELIEF Nurse Services – Statewide
RFP #2016-2000-3087**

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 4:00 p.m. October 7, 2015 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)

Relief Nurse Services – Statewide

RFP #2016-2000-3087

ISSUED

September 15, 2015

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 #2016-2000-3087

Department of Corrections

Title: Relief Nurse Services
Location of Project: Statewide
Contract Projected to Begin: November 1, 2015 (target date)
Contract Projected to End: October 31, 2018

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**

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, 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>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</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>12. CONTRACTOR</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>14. CERTIFICATION: 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>13. CONTRACTING AGENCY</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 B² 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
Relief Nurse Services – Statewide
RFP # 2016-2000-3087**

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 200

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% (50 points available this section)**

- (a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the services the State expects to be provided, including provision of service at various statewide locations?
Maximum points available this question = 6 Points Awarded: _____
- (b) Has the offeror indicated the level of their ability to expand services to additional locations should the need arise?
Maximum points available this question = 1 Points Awarded: _____
- (c) How well has the offeror described their plan for providing the services?
Maximum points available this question = 5 Points Awarded: _____
- (d) How well does the plan support all of the work requirements and logically lead to the proficient delivery of services required in the RFP?
Maximum points available this question = 5 Points Awarded: _____
- (e) Is the organization of the project team clear?
Maximum points available this question = 3 Points Awarded: _____
- (f) Does the management plan illustrate the lines of authority and communication within the agency and between the contractor and DOC?
Maximum points available this question = 2 Points Awarded: _____
- (g) Is the proposal practical and feasible?
Maximum points available this question = 3 Points Awarded: _____
- (h) 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: _____
- Budget Narrative*
- (i) How detailed and feasible is the budget narrative? How reasonable and appropriate are the costs proposed for the services requested?
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% (50 points available this section)

- (j) What is the experience of the Offeror providing the same or similar services?
Maximum points available this question = 10 *Points Awarded: _____*
- (k) How well has the offeror addressed the agency qualifications and experience factors listed in section 2.08(a) and mandatory qualifications in section 2.08(b)?
Maximum points available this question = 10 *Points Awarded: _____*

Questions regarding key personnel or firm:

- (l) Do the descriptions of essential personnel demonstrate that they possess backgrounds that would be desirable for individuals engaged in the work the contract requires?
Maximum points available this question = 5 *Points Awarded: _____*
- (m) How extensive is the applicable experience and education of the agency's manager designated to administer and manage the project? (previous contracts or agreements providing staffing to other agencies)?
Maximum points available these questions = 5 *Points Awarded: _____*
- (n) Is the list of references current and sufficient to confirm experience?
Maximum points available these questions = 5 *Points Awarded: _____*
- (o) 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 these questions = 5 *Points Awarded: _____*
- (p) How successful is the general history of the firm regarding ability to maintain available staffing to meet service provision requests, and doing so timely?
Maximum points available these questions = 8 *Points Awarded: _____*
- (q) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror? If applicable, has the offeror provided copies of the contracts to subcontracted services, or clearly defined and explained the services to be provided by any subcontracting arrangements? (see section 1.15)
Maximum points available these questions = 0 *Points Awarded: _____*
- (r) Has the offeror provided the required litigation history details? (see section 6.04(b))
Maximum points available these questions = 2 *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 50 points _____
- *Qualifications and Experience*
0 to 50 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.

80 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: 200 points

200 points x 10 percent = 20 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 20)

(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 #2016-2000-3087

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.

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)

	State of Alaska Department of Corrections Policies and Procedures		Index #:	202.01	Page 1 of 2	
			Effective:	10/17/14	Reviewed:	
			Distribution:	Public	Due for Rev:	10/2018
	Chapter:	Personnel				
	Subject:	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
 - III. Purpose
To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors and volunteers.
 - IV. Application
All staff, contractors and volunteers
 - V. Definitions
 - A. Ethical: Conforming to a standard of what is right and good.
 - B. Professional: Behavior and conduct befitting a person employed in a position of public trust.
 - VI. Policy
Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.
 - VII. Procedures
 - A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.
 - B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.
 - 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.
 - 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.
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VIII. Implementation

This policy and procedure is effective as of the date signed by the Commissioner. Each manager shall incorporate the contents of this document into local policy and procedure within fourteen (14) days of the effective date. All local policies and procedures must conform to the contents of this document.

10.17.2014

Date

SIGNATURE ON FILE

Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

Original: 1/21/1985 (Code of Ethics and Standards of Conduct)
Revised 4/17/1985
Revised: 4/2/1990
Revised: 7/25/1991
Revised: 4/15/2000 (Code of Ethical Professional Conduct)
Revised: 11/22/2002
Revised 12/3/2007

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

As an employee of the Department of Corrections, whether a Correctional, Probation, or Parole Officer, or in another capacity, 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, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected by law, 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 colleagues 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 service provided.

I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of 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.

Printed Name

Signature

Date

	State of Alaska Department of Corrections Policies and Procedures	Index #:	202.15	Page 1 of 7	
		Effective:	1/09/08	Reviewed:	
		Distribution:	Public	Due for Rev:	1/10
	Chapter:	Personnel			
	Subject:	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, 3rd 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
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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.

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

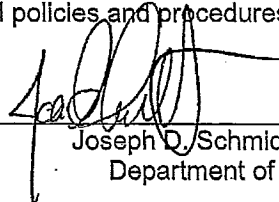
1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand,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

**TRAVEL EXPENSE INFORMATION
and
REIMBURSEMENT GUIDELINES**

Non-Local Travel

For purposes of reimbursement, non-local travel is defined as required travel for work which exceeds 50 miles one-way from the base city of Anchorage, Alaska to the service delivery location.

Contract Base Location for Services

Anchorage, Alaska will be considered the base location for all travel approvals under the terms of a contract resulting from this solicitation. No compensation will be allowed for any time spent in transit between locations by the traveler.

Reimbursable Travel Expense Guidelines

Compensation for travel, if applicable and in general for vendors located considerably outside the service area, for the purpose of providing services under Section 5 of this RFP should be clearly addressed in the proposal. Travel expenses, generally acceptable to the State for separate reimbursement to a contractor, are as follows.

- Airfare (if applicable): Reimbursement will be for actual necessary airfare expenses based on the lowest current round trip coach airfare rates available to meet the State's needs and schedule.
- Lodging (if applicable): Reimbursement will be for actual necessary commercial lodging expenses. Lodging expenses in excess of \$200.00 per day (including applicable taxes) will not be reimbursed without prior approval of the project director.
- Mileage – personal vehicle (if applicable): \$0.57 per mile.
- Per Diem (if applicable): Per diem typically is paid according to rates set in the Alaska Administrative Manual for the State's GGU employees. Currently the rate is set at \$60.00/full day or itemized at: breakfast/\$12.00; lunch/\$16.00; dinner/\$32.00 with per diem beginning when the contractor is in travel status a minimum of 12 hours and meals prorated if trip exceeds 12 hours but less than 24 hours.
- Miscellaneous Ground Transportation and/or airport parking (if applicable): Reimbursement will be for actual necessary ground transportation expenses, i.e. airport parking, taxicab fares, pre-approved car rental based on mid-size or smaller.

Note: The above information is provided for the purpose of submitting a proposal in response to the RFP. Following award, negotiated terms and conditions of a contract resulting from this solicitation could include modifications of the above information.

EXAMPLE
 Department of Corrections
 NURSE RELIEF SERVICES REQUEST / APPROVAL FORM

Contractor: _____ Contract # _____ Request Number: _____

Note: Each office/agency listed below must complete information and route for approvals in order indicated.
 Submit a separate form for each shift / period of coverage requested.

1. ORIGINATOR OF REQUEST: DOC / INMATE HEALTH

Facility: _____ Requested by: _____

Position: RN / LPN / CNA (circle preference) Date Required: _____

Shift: ___ Day ___ Night Time Beginning: _____ Ending: _____

☐**HCA Approved**☐**HCA Denied – to be filled outside of contract (if box is checked, return form to originator)**

Signature – Health Care Administrator, or designee

Date

2. CONTRACTOR:☐

Contractor is unable to fill this request (if box is checked, return form to originator)

☐

Contractor can fill the above need as follows:

Position Provided: _____ Staff Name / Title _____

Schedule: (allows for ½ hour unpaid lunch)

Date: _____ to _____

Hours: _____ to _____

Orientation required No Yes: # of Hours ____; Orientation Date/Time _____; \$ _____

Rate per hour: Reg. \$ _____ x _____ Hours = \$ _____
 OT \$ _____ x _____ Hours = \$ _____

Total Direct Services \$ _____

Other Costs (if applicable):

Airfare _____ trips x \$ _____ /trip = \$ _____

Mileage _____ miles x \$0.555/mile = \$ _____

Lodging _____ nights x \$ _____ /night = \$ _____

Per Diem _____ days x \$60.00/day = \$ _____

Other (parking, taxi, car, etc. / explain below) = \$ _____

Total Other Costs: \$ _____

Total Cost Proposed: \$ _____

Signature/Contractor: _____

Date: _____

3. ANCHORAGE CENTRAL OFFICE – MEDICAL SECTION

ACO Approval / Budget: _____ Financial Coding: _____

Signature / Date

Final ACO Approval / Health Care Administrator, or designee:

Signature / Date