

## Technical Proposal Response Form - Blank

Contact the Procurement Officer to receive  
original version.

## PROPOSAL EVALUATION FORM

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

Offeror Name: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_  
Date of Review: \_\_\_\_\_  
RFP Number: 170007300

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

#### 5.01 Technical Proposal—50 Percent

**Maximum Point Value for this Section - 50 Points**

**100 Points x 50 Percent = 50 Points**

**Proposals will be evaluated against the questions set out below.**

#### UNDERSTANDING OF THE PROJECT (10%):

- a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

---

---

- b) How well has the offeror demonstrated an understanding of the department's mission and how these programs and services fit within it?

NOTES:

---

---

- c) How well has the offeror demonstrated an understanding of the challenges inherent when working with individuals within a correctional institution or under correctional jurisdiction?

NOTES:

---

---

- d) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 
- 
- e) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

---

---

**Evaluator's point total for Understanding of the Project: \_\_\_\_\_ out of 10 points**

**Approach and Methods Used for the Project (5%):**

- a) How comprehensive is the agencies approach and methods and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 
- 
- b) How well does the agency's approach and methods match and achieve the deliverables set out in the RFP?

NOTES:

- 
- 
- c) Does the approach and method interface with the time schedule in the RFP?

NOTES:

- 
- 
- d) Has the offeror clearly explained how they will meet the performance measures described in the RFP?  
Does the offeror propose a logical and sustainable approach to meeting the performance measures?

NOTES:

- 
- 
- e) Does the approach and method add value beyond the basic expectations of the RFP?

NOTES:

- 
- 
- f) How well has the offeror explained how they'll ensure compliance with sections 3.02 Staffing Minimum Requirements Certifications, Hiring & Clinical Supervision, and section 3.07 Excepted Conduct?

NOTES:

- 
- 
- g) Does the offeror have an understanding of Release Planning and the local community providers in the service area?

NOTES:

---

---

**Evaluator's point total for Methodology Used for the Project: \_\_\_\_\_ out of 5 points**

**Management Plan for the Project (10%):**

- a) How well does the management plan support all of the project requirements and logically lead to task completion and fulfillment of deliverables required in the RFP?

NOTES:

- 
- 
- b) How well is accountability completely and clearly defined? Has the offeror explained how they would overcome any challenges?

NOTES:

- 
- 
- c) Is the organization of the project team clear?

NOTES:

- 
- 
- d) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 
- 
- e) To what extent does the offeror already have the resources and supplies necessary to perform the contract?

NOTES:

- 
- 
- f) Are workflow processes included such as the approval of new curriculum, staffing changes and program changes?

NOTES:

---

---

g) Does the offeror demonstrate a realistic allocation of hours and resources?

NOTES:

---

---

h) How well does the offeror describe how additional agency resources, outside the system described, may be managed and aligned to improve performance of this contract?

NOTES:

---

---

i) How well does the offeror detail its plans on staff retention? Are any challenges identified and solutions proposed?

NOTES:

---

---

j) Has the offeror gone beyond the minimum tasks necessary to meet the requirements of the RFP?

NOTES:

---

---

k) To what degree is the proposal practical and feasible?

NOTES:

---

---

l) To what degree has the offeror detailed their transition plan from the current substance abuse treatment services to the services described in the RFP? Is the transition plan practical and feasible?

NOTES:

---

---

m) If the offeror is proposing to use a subcontractor or joint venture, is the plan practical and feasible?

NOTES:

---

---

**Evaluator's point total for Management Plan for the Project: \_\_\_\_\_ out of 10 points**

**Experience and Qualifications (20%):**

- a) Does the management team assigned to the project have experience on similar projects? If the agency doesn't have staff assigned to work on this contract how well is their recruitment plan, job description and their minimum qualifications explained.

NOTES:

---

---

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES:

---

---

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

---

---

- d) Do the proposed counselors meet the minimum certification requirement per section 3.02 Staffing Minimum Requirements, Hiring and Clinical Supervision? If the agency doesn't have counselors identified how well have they explained their recruitment plan, job description and minimum qualifications?

NOTES:

---

---

- e) Does the offeror have a clinical supervisor? Do they meet the requirements in section 3.02 Staffing Minimum Requirements, Hiring and Clinical Supervision? If the agency doesn't have a clinical supervisor identified how well have they explained their recruitment plan, job description and minimum qualifications?

NOTES:

---

---

- f) Does the offeror propose how they may meet the need for additional staffing or coverage to address the department's needs?

NOTES:

---

---

- g) Does the agency appear to be financially stable and capable of meeting the RFP requirements?

NOTES:

- 
- 
- h) How well has the agency demonstrated experience in completing similar projects on time and within budget?

NOTES:

- 
- 
- i) How successful is the general history of the agency regarding timely and successful completion of projects?

NOTES:

- 
- 
- j) If the offeror has worked with a State agency or the department in the past, has the offeror identified any challenges they faced and how those challenges were overcome while ensuring the best interest of the state agency was being met?

NOTES:

- 
- 
- k) How well does the agency's plan address meeting the RFP's requirement for staff certification and training?

NOTES:

- 
- 
- l) How well has the agency demonstrated experience and knowledge utilizing evidence based practices?

NOTES:

---

**Evaluator's point total for Experience and Qualifications: \_\_\_\_\_ out of 20 points**

**Budget Narrative (5%):**

- a) How appropriate are the costs to accomplish the services in the RFP? How comprehensive is the budget narrative? Does it include the items requested by the department?

NOTES:

---

---

**Evaluator's point total for Budget Narrative: \_\_\_\_\_ out of 5 points**

- A. Evaluator's Point Total for Understanding of the Project, Methodology Used for the Project, Management Plan for the Project, Experience and Qualifications: \_\_\_\_\_ out of 45 points
- B. Evaluator's point total for Budget Narrative: \_\_\_\_\_ out of 5 points
- C. EVALUATOR'S POINT TOTAL FOR TECHNICAL PROPOSAL  $(A + B = C)$ : \_\_\_\_\_ out of 50 points

\*\*\*\*\*PROCUREMENT OFFICER USE\*\*\*\*\*

- **Contract Cost — 40 Percent**

**Maximum Point Value for this Section — 40 Points**

**100 Points x 40 Percent = 40 Points**

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under section 6.11.

**Converting Cost to Points**

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 6.15.

- **Alaska Offeror Preference — 10 Percent**

**Point Value for this Section — 10 Points**

**100 Points x 10 Percent = 10 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.



### COST PROPOSAL FORM

Offerors must use this form to enter data that will be utilized to determine the proposed cost for provision of services. Do not modify the quantities listed as they are used for evaluation purposes to convert the cost to points. Hourly rates shall not exceed the tenth decimal place.

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

Location: HMCC							
Program # 1 – Female Institutional RSAT Program							
Program Position	Hourly Rate		Annual Hours		FTE #	=	Annual Cost
Coordinator	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
<b>Program # 1 – Annual Cost</b>							\$
Program # 5 – Female IOPSAT Program							
Program Position	Hourly Rate	X	Annual Hours	X	FTE #	=	Annual Cost
Counselor	\$	X	1,992	X	1	=	\$
<b>Program # 5 – Annual Cost</b>							\$
Program # 6 – IOPSAT Dual Diagnosis Program							
Program Position	Hourly Rate	X	Annual Hours	X	FTE #	=	Annual Cost
Coordinator	\$	X	1,992	X	1	=	\$
<b>Program # 6 – Annual Cost</b>							\$
<b>Total HMCC Program Cost</b>							\$

Location: GCCC							
Program # 2 – MATR Program & Program # 3 PsychEd Program							
Program Position	Hourly Rate		Annual Hours		FTE #	=	Annual Cost
Counselor	\$	X	1,992	X	1	=	\$
<b>Program # 2 &amp; 3 – Annual Cost</b>							\$
Program # 4 – Male IOPSAT Program							
Program Position	Hourly Rate	X	Annual Hours	X	FTE #	=	Annual Cost
Coordinator	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
Counselor	\$	X	1,992	X	1	=	\$
<b>Program # 4 – Annual Cost</b>							\$
Program # 6 – IOPSAT Dual Diagnosis Program							
Program Position	Hourly Rate	X	Annual Hours	X	FTE #	=	Annual Cost
Dual Diagnosis Counselor	\$	X	1,992	X	1	=	\$
<b>Program # 6 – Annual Cost</b>							\$
<b>Total GCCC Program Cost</b>							\$

<b>Total Annual Cost for GCCC &amp; HMCC Programs</b>	\$
---	----

### OFFEROR INFORMATION AND ASSURANCE FORM

- 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.
- K. By signature of this page the offeror(s) certifies that it meets the Minimum Requirements per RFP section 2.08 Prior Experience.

\_\_\_\_\_  
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 section 1.08.

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

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 deadline for receipt of the 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 6.13 Alaska Bidder Preference*

**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

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 \_\_\_\_\_



## PREA Employment Disclosure

**\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\***

\_\_\_\_\_  
Name

\_\_\_\_\_  
PCN #

\_\_\_\_\_  
Date

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

Have you ever been employed by or otherwise provided services on a contract or volunteer basis in a prison, jail, lockup, community confinement facility, juvenile facility or other facilities in which you provided care or treatment for the mentally ill, disabled or mentally challenged, chronically ill, or handicapped, residential care or treatment facilities for juveniles; facility that provided skilled nursing, short or long-term care or custodial or residential care?

☐ Yes – Specify all

☐ No

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete

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

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete

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

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete

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

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete

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



## PREA Employment Disclosure

**\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\***

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete      Date completed: \_\_\_\_\_

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete      Date completed: \_\_\_\_\_

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete      Date completed: \_\_\_\_\_

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

☐ Verification complete      Date completed: \_\_\_\_\_

### **Acknowledgment and Release**

I understand that a background check will be conducted including, but not limited to, prior employment and contract/volunteer service. I understand that, if hired, untruthful or misleading answers or deliberate omissions may be cause for rejection of my application and removal of my name for consideration for employment with the Department of Corrections. By signing this form, I am acknowledging that the information provided above is accurate and complete and giving my authorization to the release of my information.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
PCN #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Institutional Employment / Service Disclosure

*\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\**

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

**Applicant Name:** \_\_\_\_\_ **PCN #:** \_\_\_\_\_

**Verification completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FACILITY:**

**CONTACT PERSON:**

**Question 1:** Are you aware of whether or not this person engaged in sexual abuse of an offender, detainee, or resident while employed at your facility? If **yes**, please elaborate (e.g. outcomes, determinations, description of allegation)

- ☐ Yes  
☐ No

Comments:

**Question 2:** Are you aware of whether or not this person has ever been the subject of an investigation for engaging, or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?

- ☐ Yes  
☐ No

Comments:

**Question 3:** Are you aware of whether or not this person has ever been civilly or administratively adjudicated to have engaged in the activity described in the prior questions above related to sexual abuse or sexual activity?

- ☐ Yes  
☐ No

Comments:





## Institutional Employment / Service Disclosure

*\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\**

\_\_\_\_\_  
Name PCN # Date

**Question 4:** Are you aware of whether or not this person resigned from your facility while under investigation of an allegation of sexual abuse of an offender, detainee, or resident?

☐ Yes

☐ No

Comments:

Employer Attempts	Method	Date	Comments
1 <sup>st</sup> Attempt			
2 <sup>nd</sup> Attempt			
3 <sup>rd</sup> Attempt			



## Department of Corrections – Background Information

**Applicant Name:** \_\_\_\_\_ **PCN #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Completed by:** ☐ Employee  
☐ Hiring Manager

**Question 1:** Please select each state or territory in which you have ever lived:

- |  |   |
|--|---|
| <input type="checkbox"/> I have never lived in the United States or one of its territories | <input type="checkbox"/> Nevada               |
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> New Hampshire        |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> New Jersey           |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Mexico           |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New York             |
| <input type="checkbox"/> California  | <input type="checkbox"/> North Carolina       |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> North Dakota         |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> Ohio                 |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma             |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon               |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania         |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island         |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina       |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota         |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee            |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas                |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah                 |
| <input type="checkbox"/> Louisiana   | <input type="checkbox"/> Vermont              |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia             |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington           |
| <input type="checkbox"/> Massachusetts   | <input type="checkbox"/> West Virginia        |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin            |
| <input type="checkbox"/> Minnesota   | <input type="checkbox"/> Wyoming              |
| <input type="checkbox"/> Mississippi   | <input type="checkbox"/> District of Columbia |
| <input type="checkbox"/> Missouri  | <input type="checkbox"/> American Samoa       |
| <input type="checkbox"/> Montana   | <input type="checkbox"/> Guam                 |
| <input type="checkbox"/> Nebraska  | <input type="checkbox"/> Puerto Rico          |
|  | <input type="checkbox"/> U.S. Virgin Islands  |

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: \_\_\_\_\_

**Department Use Only**

\* \* \* \* \*

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: \_\_\_\_\_

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 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><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date	<p>Typed or Printed Name</p> <p>Title</p>	
Signature of Project Director			
Typed or Printed Name of Project Director			
Title			

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

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

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

#### Article 2. Inspections and Reports.

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

#### Article 3. Disputes.

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

#### Article 4. Equal Employment Opportunity.

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

#### Article 5. Termination.

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

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

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

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

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

#### Article 8. Independent Contractor.

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

#### Article 9. Payment of Taxes.

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

**Article 10. Ownership of Documents.**

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

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

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

**Article 12. Conflicting Provisions.**

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

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

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

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

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

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

### Article 1. Indemnification

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

### Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	\$1,000,000 per Claim / \$2,000,000 Annual Aggregate

# NOTICE OF INTENT TO AWARD A CONTRACT



Department of Corrections  
Division of Administrative  
Services  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, Alaska 99501

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP DEADLINE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

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

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:** @ -- MOST ADVANTAGEOUS  
Y -- RESPONSIVE PROPOSAL  
N -- NON-RESPONSIVE PROPOSAL

## SUMMARY



### RFP Checklist

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.

Section	Description	✓
1.07	Sealed original proposal plus three copies submitted by RFP due date and time	
1.08	Requirements per this section	
3.24	Litigation and Investigation statement	
4.01	Proposal meets and includes items in Proposal Format and Content	
4.02	Introduction	
4.02	Offeror Information & Assurance Form – signed & notarized	
4.03	Technical Proposal Form	
4.03	Budget Narrative (sealed separately)	
4.04	Cost Proposal Form (sealed separately)	
6.12	Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	