

STATE OF ALASKA REQUEST FOR PROPOSALS



Psychological Evaluation Services

RFP 170007326

ISSUED JUNE 8, 2017

ISSUED BY:

Department of Corrections

Division of Administrative Services

PRIMARY CONTACT:

Evan Patterson

Procurement Officer

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(907) 269-7349

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Administrative Services (department), is soliciting proposals for psychological evaluation services for department applicants and employees throughout the State of Alaska.

SEC. 1.02 BUDGET

The department estimates an annual budget between \$150,000.00 and \$200,000.00 dollars, however the department may consider proposals priced outside this range. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on 6/29/17.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- 1) The offeror must hold a professional license from the State of Alaska prior to contract award, or by a date set by the department. The professional license details must indicate the following on the State of Alaska, Department of Commerce, Community, and Economic Development, Corporations, Business & Professional Licensing website <https://www.commerce.alaska.gov/CBP/Main/SearchInfo.aspx>

License Details

- Program: Psychology
- Type: Psychologist
- Status: Active

OR

License Details

- Program: Medical
- Type: Physician
- Status: Active

Designations

- Type: Psychiatry

- 2) Must have completed a minimum of 200 psychological assessments of public safety officer positions in the criminal justice field such as for; Police, State Troopers, Corrections Officers and Probation Officers. The offeror must submit with their proposal an affidavit verifying this minimum requirement has been met. A notary public and the offeror must sign the affidavit.

An offeror's failure to meet the licensing requirement or prior experience requirement will cause their proposal to be considered non-responsive and their proposal will be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the

procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed 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.

PROCUREMENT OFFICER: Evan Patterson – PHONE (907) 269-7349 – FAX (907) 269-7345 – TDD (907) 269-7344

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one original and three hard copies of their proposal, in writing, to the procurement officer in a sealed package. Faxed and emailed proposals will not be accepted. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Corrections
Division of Administrative Services
Attention: Evan Patterson
Request for Proposal (RFP) Number: 170007326
RFP Title: Psychological Evaluation Services
550 W 7th Ave, Suite 1800
Anchorage, AK 99501

If using U.S. mail, please use the following address:

Department of Corrections
Division of Administrative Services
550 W 7th Ave, Suite 1800
Anchorage, AK 99501
Attention: Evan Patterson

If using a delivery service, please use the following address:

Department of Corrections
Division of Administrative Services
550 W 7th Ave, Suite 1800
Anchorage, AK 99501
Attention: Evan Patterson

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.

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

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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.

(b) 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.

(c) 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.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Corrections reserves the right to **consider a proposal non-responsive and reject it or** cancel the

award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 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 after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP 6/8/17,
- Pre-proposal conference on 6/14/17,
- Deadline for Receipt of Proposals 6/29/17,
- Proposal Evaluation Committee complete evaluation by 7/12/17,
- State of Alaska issues Notice of Intent to Award a Contract 7/19/17,
- State of Alaska issues contract 7/29/17,
- Contract start 8/1/17.

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.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:30 AM, Alaska Time, on 6/14/17 in the Atwood conference room on the 18th floor of the Atwood building, 550 W 7th Ave, in Anchorage, Alaska. Interested parties may also conference call into the pre-proposal conference by dialing the following number and entering the access code when prompted.

- GCI Conference Now Number: 800-315-6338
- Access Code: 97349

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Police Standards Council is a regulatory and quasi-judicial body that was created by Senate Bill 1, Chapter 178, and enacted by the State Legislature, effective July 7, 1972. The Legislature granted the Council the power to adopt regulations establishing minimum selection and training standards for employment as police officers as well as other regulations for the administration of the act. In 1988 House Bill 367 expanded the Council's jurisdiction to include corrections, probation, and parole officers. The Alaska Administrative Code 13 AAC 85.210 regulates the minimum qualifications for the selection of the positions listed above to include taking the Department of Corrections (department) psychological screening examination.

The department's Division of Administration Services, Human Resource section is responsible for recruitment and initial screening processes for the following positions subject to the Alaska Police Standards Council; Correctional Officers and Adult Probation Officers. The Human Resource section conducts and coordinates background investigations and ensures all applicants and new hires meet the requirements of the Alaska Police Standards Council Regulations regarding employability.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Administrative Services (department) is soliciting proposals for a broad range of psychological services to include Pre-Employment Psychological Evaluations (PEPE), Fit-for Duty Evaluations (FFDE) and Consultation services. The job classifications that require Pre-Employment Psychological Evaluations and FFDE are; correctional officers (who don't carry weapons), probation officers (who carry weapons) and prisoner transportation officers (who carry weapons).

The contactor must have the ability to provide services either onsite at a department location or through video or teleconference. See section 3.03 Video Conference Evaluation for further details. The department will request these services from the successful offeror (contractor) on an as-needed basis and doesn't guarantee a minimum or maximum amount. The project will be managed by the department's Human Resources Office (project manager) located in Juneau, AK.

The contractor must have the ability to expand the anticipated annual service amounts if requested by the department. Contract services must comply with all applicable local, state and federal laws to include but not limited to; Federal Civil Rights Act of 1964, Equal Employment Opportunity Act and Uniform Guidelines on Selection Procedures, American with Disabilities Act of 1990 and associated regulations, Standards of Educational and Psychological Testing and Pre-Employment Psychological Services guidelines adopted by the International Association of Chiefs of Police (IACP) Police Psychological Services Section (1998), Alaska Police Standards Council (APSC) and Alaska Administrative Code 13 AAC 85.210 (a) (6).

Task 1 – Pre-Employment Psychological Evaluations (PEPE):

The contractor shall conduct Pre-Employment Evaluations (PEPE) using nationally recognized and validated objective tests to assess job suitability. These tests will be used to identify job-relevant, psychopathology and behavior that are important in assessing job suitability issues. The department anticipates up to 150 PEPE to be conducted annually. Once a PEPE is conducted the contractor must email the project manager the next working day after a checklist that provides the PEPE rating and pass/fail of APSC. If the contractor requires additional time to determine a rating for an exam the contractor will send the preliminary results and place them in deferred status.

Task 2 – Psychological Fitness for Duty Evaluations (FFDE):

At the department's request the contractor shall perform FFDE. The purpose of FFDE is to determine if a current department employee is able to safely perform essential elements of their job, and that an inability may be related to psychological reasons. The contractor may be requested to consult with department personnel regarding FFDE. The department anticipates up to 5 FFDE to be conducted annually.

Task 3 – Consultation:

The contractor shall provide up to 3 hours per month of consultation to the department at no additional cost. Additional time is billable and the project manager must approve any additional time. The department may request the contractor to consult with certain department personnel, such as FFDE.

SEC. 3.02 ASSESSMENT MATERIALS

Offeror's shall detail the assessment materials they propose to use for Task 1 PEPE and Task 2 FFDE and by each job class specified in the RFP. Offeror's must include an explanation for the use of each test. Assessment materials shall be included in the offeror's rates and must be nationally recognized and validated assessment materials. If during the contract term the contractor needs to change the assessment materials specified in the contractor they must seek prior department approval. The department reserves the right to request the use of other assessment instruments for these three job classes.

SEC. 3.03 VIDEO CONFERENCE EVALUATION

The department intends for the contractor to utilize video conference equipment when conducting PEPE and FFDE. The contractor may propose to utilize their own equipment or use the department's equipment.

If the contractor proposes to use their own equipment, the equipment must meet HIPPA requirements and is acceptable to the department. The department reserves the right to restrict certain types of video conference equipment and methods. The contractor must provide their own PC and webcam. The department has systems that currently support Polycom, Skype for Businesses, Cisco WebEx and MegaMeeting.

Video conference evaluations must comply with local, State and Federal guidelines that are to be detailed in the offeror's proposal. The contractor is responsible for costs associated with compliance costs. Offeror's must detail their video conference evaluation service plan. Regardless if the contractor uses their own equipment or the department's equipment the contractor must include all travel costs to use the equipment.

SEC. 3.04 SCHEDULING

The contractor must have the ability to be flexible with scheduling evaluations with the department to include; the amount of PEPE, FFDE, location and time. The contractor may only charge for completed evaluations. The contractor shall not charge the department for evaluations the contractor did not complete. Reasons an evaluation wasn't conducted may include but no limited to; weather or applicant cancelation (no show).

SEC. 3.05 APPLICANT DATABASE

At the department's request the contractor shall maintain an applicant database that details at a minimum; job class, date screened and selection recommendation. Other fields and databases may be requested such as a Equal Employment Opportunity Commission database. The department may request the database file to be shared with the department in a format (Excel or Portable Document Format) agreeable to the department. See section 3.08 Format of Reports and Data for further information. The formation, data entry and maintenance of databases are at no cost to the department and shall be included in the contractors proposed rates.

SEC. 3.06 CONTRACTOR ABSENCE AND CONFLICT OF INTEREST

The offeror must notify and coordinate with the scheduling office in the event of an extended leave of absence (in excess of 14 days), or if a conflict of interest has been determined to exist that would require the successful offeror to recuse him/herself. The project manager will determine the validity of the conflict of interest claim.

SEC. 3.07 EXPERT WITNESS

Although historically rare the contractor shall provide professional expertise as a witness for the department. This may occur if litigation should arise against the State of Alaska that stems from personnel selection action taken by the department based on the advice or recommendation of the psychologist conducting the applicant/employee assessment. Any cost associated with providing in-person testimony as stated above will be the responsibility of the contractor. The department will assist the contractor in scheduling (if possible) in-person testimony concurrent with regularly scheduled on-site interviewing services.

SEC. 3.08 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately 8/1/17 through 6/30/18 with optional renewals to be exercised at the sole discretion of the department up to 10/31/20. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

The approximate contract schedule is as follows:

Initial Term:	8/1/17 – 6/30/18
Optional Renewal:	7/1/18 – 6/30/19
Optional Renewal:	7/1/19 – 6/30/20
Optional Renewal:	7/1/20 – 10/31/20

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.

SEC. 3.09 FORMAT OF REPORTS AND DATA

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

SEC. 3.10 TRAVEL

The contractor shall ensure any travel conducted under the resulting contract will be in accordance with the Alaska Administrative Manual, Section 60 Travel <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>. Travel frequency, Alaska location and duration is dependent upon the needs of the department. The department may include a travel budget in the resulting contract or manage travel through the State's Travel Authorization process.

SEC. 3.11 RIGHT TO AUDIT RECORDS

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

contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

SEC. 3.12 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. The contractor shall provide for the transfer of rudimentary clinical information to the subsequent provider. Minimum clinical treatment file information includes assessments, and current program status with a signed consent to release from each client. If there is no subsequent provider, the contractor needs to prepare any program data and files and send to the department at a date/time and place designated by the department. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

SEC. 3.13 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.

SEC. 3.14 CONTINUING EDUCATION

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.

SEC. 3.15 INVESTIGATION AND LITIGATION

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

SEC. 3.16 DEPARTMENT POLICIES AND PROCEDURES

The contractor will assure that all individuals providing services under the terms of the contract read and sign department Policies and Procedures 202.01, Code of Ethical Professional Conduct, and 202.15, Standards of Conduct. Copies of these department Policies and Procedures can be found at the link provided below. The department reserves the right to exclude from use under this contract any person deemed by the department to be incompatible with the goals, mission, security or safety of its program. Policies and Procedures pertaining to this RFP can be found under 201.05 Psychological Assessment and 202.14 Alaska Police Standard Background Investigations. See below link to the department's Policies and Procedures. The contractor may be required to comply with the Prison Rape Elimination Act (PREA) and complete PREA documents at the project managers request.

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

SEC. 3.17 CONTRACT PERSONNEL BACKGROUND CHECKS

The Department of Corrections may require personnel providing direct services 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 department 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.

SEC. 3.18 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.19 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.20 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.21 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.

SEC. 3.22 LOCATION OF WORK

The department anticipates the majority of the work to be conducted by video conference. Anchorage, Fairbanks and Juneau are the three main service locations the contractor may be required to provide onsite services at. However, the contractor may be requested to provide services anywhere in the State of Alaska.

The state may provide workspace such as a private room with table/chairs and electric/data access, for the contractor. The contractor must have the ability to provide its own workspace.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.23 THIRD PARTY SERVICE PROVIDERS

Section not used.

SEC. 3.24 SUBCONTRACTORS

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in section 1.04 Prior Experience.

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:

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

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

SEC. 3.25 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.26 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.27 F.O.B. POINT

Any document or file shipped to the department under this contract will be F.O.B. final destination. Unless specifically stated otherwise, all costs must include the delivery costs to any location within the State of Alaska. The contractor is responsible for shipping costs when sending items to the department.

SEC. 3.28 CONTRACT PERSONNEL

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

SEC. 3.29 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.30 LIQUIDATED DAMAGES

Section not used.

SEC. 3.31 CONTRACT CHANGES - AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.32 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, HIPAA and HITECH. 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. The department may require the contractor to notify affected individuals and contact applicable federal authorities such as the Department of Health and Social Services and the Office for Civil Rights. The contractor is responsible for all compliance and notification costs.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Applicant information

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

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

SEC. 3.33 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.

SEC. 3.34 BUSINESS ASSOCIATE AGREEMENT

The contractor will be required to sign and submit the State's Business Associate Agreement (Appendix E). This form is attached in section 8 Attachments for your review. The contractor must comply with the 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 E must be set out in the offeror's proposal.

SEC. 3.35 TERMINATION FOR DEFAULT

If the project director determines that the contractor has violated a department Policy and Procedure, their Professional license is revoked, 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 in section 8 Attachments.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

This section shall contain the following:

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

SEC. 4.03 TECHNICAL PROPOSAL

1. Understanding of Work:

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project as detailed in section 3 Scope of Work. The offerors response must detail how each Task will be accomplished to include how work will flow between the contractor and the department. The offeror must detail the Assessment Materials they intend to utilize and the equipment and methods used for the Video Conference Evaluation.

2. Experience and Qualifications:

The following documents must be included in the proposal for each individual who will be providing direct psychological evaluation services:

Resume, to include experience evaluating the job classes specified in this RFP;

- Licenses and certifications;
- Current references;
- Qualifications establishing the offeror's ability to be qualified as an expert in the field;
- Provide detail regarding each individual's responsibilities under this RFP. Provide statement as to how the individual meets the requirements listed under Section 2.08.

Resumes must include information that clearly delineates the qualifications, training, and experience of each individual who has been identified to provide services under the terms of the contract. Copies of current state licenses and certifications must also be included.

Describe positions involved in performance of the contract, lines of authority, and how they will contribute to the contract services. The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. At a minimum, offerors should include the following in their submitted proposals:

- Organization Chart;
- Include a description, with dates, of similar services provided, contracts, and grants;
- Include reference names and phone numbers that can provide confirmation of services rendered;
- Governing Policies – if applicable, include a copy. (One copy is sufficient)

3. Subcontracting:

If the offeror proposes to utilize a subcontractor for the provision of services, a letter of commitment and current resume/vitae from each proposed subcontractor must also be included with the offeror's proposal. See section 3.24 Subcontractor for more information on requirements for subcontractor.

4. Litigation History:

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

5. Budget Narrative sealed (sealed separately):

Proposers are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget. The offeror must detail the direct and indirect costs associated with performance of the services required in this RFP. See RFP section 4.04 Cost Proposal for further information.

SEC. 4.04 COST PROPOSAL

Offeror's must use the attached Cost Proposal form to submit their service rates to be considered responsive. The cost proposal must be separately sealed. Rates must include all direct and indirect costs to include but not limited to; overhead, taxes, fringe benefits, personnel, licensing, compliance, evaluation materials, video equipment and the cost of travel to use the video equipment, insurance (see appendix B2) and profit. The purpose is to submit costs in a manner the department can evaluate and score, and then use to establish billing rates for the resulting contract. Contract billing rates are the only rates authorized to be billed under the

contract. Offerors may not alter this form. Any alteration of the cost proposal form will result in a proposal being found non-responsive and rejected.

- **Service Cost Schedule:** The annual amount of evaluations and consulting indicated in the Service Cost Schedule are department estimates. The department may decrease those amounts when establishing the subsequent contract.
- **Travel Expense Schedule:** The Travel Expense Schedule is for evaluation purposes only. The department may establish a separate travel budget at any amount depending on the needs of the department. See section 3.10 Travel for further information.

An increase or decrease in a particular fiscal year may or may not be carried forward into subsequent fiscal years, depending on the needs of the department.

SEC. 4.05 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in section 5 Evaluation Criteria and Contractor Selection.

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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 TECHNICAL PROPOSAL (50%)

Understanding of the Project and Plan for Service (25%)

Proposals will be evaluated against the questions set out below:

- a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b) Does the plan depict a logical approach to fulfilling the RFP requirements, Tasks and objectives?
- c) Has the offeror demonstrated that it understands the State’s schedule and the need to remain flexible with the department scheduling needs?
- d) How well has the offeror identified pertinent issues and potential problems related to the project? If so, are feasible solutions proposed?
- e) How well has the offeror demonstrated that it understands the Tasks outlined in the RFP and has provided sufficient detail as to how the task will be performed?
- f) Are workflow processes between the department and the contractor detailed and clear?
- g) Has the offeror proposed a feasible Video Psychological Evaluation solution? Is the plan clear and requirements fully explained?
- h) How well does the offeror describe using nationally recognized testing materials and methods? How well has the offeror explained how each test will be used and for which job class and Task?
- i) Has the offeror explained an understanding of the three job classes covered in this RFP?
- j) Has the offeror indicated using International Association of Chiefs of Police testing guidelines?
- k) How thoroughly has the offeror described their grading scale, is it adequate?
- l) How well has the offeror identified and explained the validation process?
- m) How thorough is the offeror’s understanding of the Suitability Recommendation? Has the offeror provided two samples (meet and does not meet APSC standards) of Suitability Recommendations? How well do the examples meet the needs of the department?
- n) How well does the offeror’s plan illustrate the ways the offeror will manage, coordinate and communicate with the department?
- o) Is the proposal practical and feasible?
- p) Has the offeror described their ability to expand services if the need arises?
- q) How well has the offeror detailed their budget narrative and clearly identified all direct and indirect costs?

Experience and Qualifications (25%)

Proposals will be evaluated against the questions set out below:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the offeror's experience conducting Pre-Employment Psychological and Fit for Duty Evaluations for law enforcement agencies? Has the offeror indicated how many they have completed?
- d) Has the offeror explained their experience providing expert testimony for the services covered under the RFP? How extensive is the offeror's experience providing expert testimony?
- e) How extensive is the applicable education and experience of the personnel designated to work on the project?
- f) How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm regarding timely and successful completion of projects?
- g) How well is accountability completely and clearly defined?
- h) Are organizational charts provided and is the organization of the project team and support staff clear?
- i) Has the firm provided letters of reference from previous clients?
- j) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- k) If a subcontractor is used how clear is the contractor's approach in using the subcontractor?
- l) Has the offeror provided litigation details, if applicable?

SEC. 5.02 CONTRACT COST (40%)

Overall, a minimum of 40% 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 6.12.

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 3.15.

SEC. 5.03 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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.

SEC. 6.02 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, PO 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:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 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.

SEC. 6.04 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.

SEC. 6.05 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 procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section 5 Evaluation Criteria and Contractor Selection.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

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 1803 conference room on the 18th floor of the Atwood Building, 550 W 7th Ave in Anchorage, Alaska.

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

SEC. 6.08 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.

SEC. 6.09 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.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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.**

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

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 statement 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 statement 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.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

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.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% 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.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

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.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors 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. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror’s scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in section 8 Attachments for your review. 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.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 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.

SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.11 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:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form
- 2) Proposal Evaluation Form
- 3) Offeror Information and Assurance Form
- 4) Alaska Bidder Certification
- 5) Standard Agreement Form - Appendix A
- 6) Appendix B2
- 7) Business Associate Agreement – Appendix E
- 8) Request for Clearance
- 9) Policy 202.01a
- 10) Policy 202.15a
- 11) Correctional Officer I and II Class Specifications
- 12) Adult Probation Officer I and II Class Specifications
- 13) Notice of Intent to Award
- 14) Checklist