OFFENDER HABILITATION AND EDUCATION is soliciting proposals for an **OSHA 30-Hour General Industry Instructor** to provide initial training to inmates at correctional centers throughout Alaska.

**ISSUED BY:**

DEPARTMENT OF CORRECTIONS
DIVISION OF INSTITUTIONS

**PRIMARY CONTACT:**

Vanessa Nunnery
PROCUREMENT OFFICER
VANESSA.NUNNERY@ALASKA.GOV
(907) 334-0851

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.
TABLE OF CONTENTS

SECTION 1. INTRODUCTION AND INSTRUCTIONS ........................................................................................................... 4
  Sec. 1.01 PURPOSE OF THE RFP ........................................................................................................................................... 4
  Sec. 1.02 BUDGET ................................................................................................................................................................... 4
  Sec. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS ........................................................................................................ 4
  Sec. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS .................................................................................................... 4
  Sec. 1.05 REQUIRED REVIEW ............................................................................................................................................... 4
  Sec. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS ................................................................. 4
  Sec. 1.07 RETURN INSTRUCTIONS ....................................................................................................................................... 5
  Sec. 1.08 PROPOSAL CONTENTS ........................................................................................................................................... 5
  Sec. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY ............................................................................................... 6
  Sec. 1.10 AMENDMENTS TO PROPOSALS ........................................................................................................................ 6
  Sec. 1.11 AMENDMENTS TO THE RFP ................................................................................................................................ 6
  Sec. 1.12 RFP SCHEDULE ...................................................................................................................................................... 7
  Sec. 1.13 ALTERNATE PROPOSALS ................................................................................................................................... 7
  Sec. 1.14 NEWS RELEASES .................................................................................................................................................... 7

SECTION 2. BACKGROUND INFORMATION ......................................................................................................................... 8
  Sec. 2.01 BACKGROUND INFORMATION .................................................................................................................................. 8

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION .................................................................................................. 9
  Sec. 3.01 SCOPE OF WORK ..................................................................................................................................................... 9
  Sec. 3.02 CONTRACT TERM AND WORK SCHEDULE ....................................................................................................... 11
  Sec. 3.03 CONTRACT TYPE .................................................................................................................................................. 11
  Sec. 3.04 PROPOSED PAYMENT PROCEDURES .................................................................................................................. 12
  Sec. 3.05 PROMPT PAYMENT FOR STATE PURCHASES ....................................................................................................... 12
  Sec. 3.06 CONTRACT PAYMENT ........................................................................................................................................... 12
  Sec. 3.07 LOCATIONS OF WORK ........................................................................................................................................ 12
  Sec. 3.08 SUBCONTRACTORS ............................................................................................................................................... 13
  Sec. 3.09 JOINT VENTURES .................................................................................................................................................. 13
  Sec. 3.10 CONTRACT PERSONNEL ....................................................................................................................................... 13
  Sec. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES ....................................... 13
  Sec. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .................................................................................. 14
  Sec. 3.13 NONDISCLOSURE AND CONFIDENTIALITY ........................................................................................................ 14
  Sec. 3.14 INSURANCE REQUIREMENTS .................................................................................................................................... 15
  Sec. 3.15 TERMINATION FOR DEFAULT .................................................................................................................................. 15

SECTION 4. PROPOSAL FORMAT AND CONTENT .................................................................................................................... 16
  Sec. 4.01 PROPOSAL FORMAT AND CONTENT .................................................................................................................. 16
  Sec. 4.02 TABLE OF CONTENTS ........................................................................................................................................ 16
  Sec. 4.03 INTRODUCTION ..................................................................................................................................................... 16
  Sec. 4.04 TECHNICAL PROPOSAL ........................................................................................................................................ 16
  Sec. 4.05 COST PROPOSAL .................................................................................................................................................... 18
  Sec. 4.06 EVALUATION CRITERIA .......................................................................................................................................... 18

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION ..................................................................................... 19
  Sec. 5.01 UNDERSTANDING OF WORK AND PLAN FOR SERVICES (100 POINTS OR 10%) .................................................. 19
  Sec. 5.02 EXPERIENCE AND QUALIFICATIONS (200 POINTS OR 20%) .............................................................................. 19
  Sec. 5.03 BUDGET NARRATIVE AND MANAGEMENT PLAN (200 POINTS OR 20%) .............................................................. 19
  Sec. 5.04 CONTRACT COST (400 POINTS) ........................................................................................................................... 20
  Sec. 5.05 ALASKA OFFEROR PREFERENCE (100 POINTS) ....................................................................................................... 20

SECTION 6. GENERAL PROCESS INFORMATION .................................................................................................................... 21
  Sec. 6.01 INFORMAL DEBRIEFING ........................................................................................................................................ 21
STATE OF ALASKA – REQUEST FOR PROPOSALS

OSHA 30-HOUR GENERAL INDUSTRY INSTRUCTOR

SECTION 6.  ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .......................................................... 21
SEC. 6.02
SEC. 6.03  SITE INSPECTION ........................................................................................................................................ 21
SEC. 6.04  CLARIFICATION OF OFFERS .......................................................................................................................... 22
SEC. 6.05  DISCUSSIONS WITH OFFERORS ........................................................................................................................ 22
SEC. 6.06  EVALUATION OF PROPOSALS .......................................................................................................................... 22
SEC. 6.07  CONTRACT NEGOTIATION ............................................................................................................................... 22
SEC. 6.08  FAILURE TO NEGOTIATE ................................................................................................................................. 22
SEC. 6.09  OFFEROR NOTIFICATION OF SELECTION ......................................................................................................... 23
SEC. 6.10  PROTEST .......................................................................................................................................................... 23
SEC. 6.11  APPLICATION OF PREFERENCES ...................................................................................................................... 24
SEC. 6.12  ALASKA BIDDER PREFERENCE ......................................................................................................................... 24
SEC. 6.13  ALASKA VETERAN PREFERENCE ...................................................................................................................... 25
SEC. 6.14  ALASKA OFFEROR PREFERENCE ...................................................................................................................... 25
SEC. 6.15  FORMULA USED TO CONVERT COST TO POINTS .......................................................................................... 25
SEC. 6.16  EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES ...................................................... 25

SECTION 7.  GENERAL LEGAL INFORMATION ............................................................................................................ 27
SEC. 7.01  STANDARD CONTRACT PROVISIONS ................................................................................................................. 27
SEC. 7.02  ADDITIONAL TERMS AND CONDITIONS ........................................................................................................... 27
SEC. 7.03  HUMAN TRAFFICKING ........................................................................................................................................ 27
SEC. 7.04  RIGHT OF REJECTION ........................................................................................................................................ 27
SEC. 7.05  STATE NOT RESPONSIBLE FOR PREPARATION COSTS .................................................................................. 28
SEC. 7.06  DISCLOSURE OF PROPOSAL CONTENTS ............................................................................................................ 28
SEC. 7.07  ASSIGNMENT .................................................................................................................................................... 28
SEC. 7.08  DISPUTES ........................................................................................................................................................ 28
SEC. 7.09  SEVERABILITY .................................................................................................................................................. 28
SEC. 7.10  SUPPLEMENTAL TERMS AND CONDITIONS .................................................................................................. 28
SEC. 7.11  CONTRACT INVALIDATION ................................................................................................................................ 29
SEC. 7.12  SOLICITATION ADVERTISING .......................................................................................................................... 29

SECTION 8.  ATTACHMENTS ........................................................................................................................................... 30
SEC. 8.01  ATTACHMENTS ................................................................................................................................................ 30
SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Institutions – Offender Habilitation and Education, is soliciting proposals for an instructor to provide Occupational Safety and Health Administration (OSHA) 30-Hour General Industry outreach training to inmates at correctional institutions throughout Alaska. A more detailed description including scope of work is provided in SECTION 3.

SEC. 1.02 BUDGET

Department of Correction estimates an annual budget $43,800.00 to $50,000.00 dollars, with two (2) annual renewal options ending June 30, 2020. Proposals exceeding the maximum budget of $50,000.00 shall be deemed non-responsive.

Approval or continuation of the resulting service contract is contingent upon legislative appropriation, and execution is at the sole discretion of the State.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 P.M. prevailing Alaska Time on June 30, 2017. Emailed proposals are acceptable, but not encouraged. Faxed or oral proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS

To be considered responsive, Offerors must meet the following requirement:

A. OSHA 30-Hour General Industry Instructor Certification in accordance with OSHA General Industry Outreach Trainer requirements

Any proposal which does not meet this minimum experience and qualification requirement shall be deemed non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defective, questionable, or objectionable material. Comments concerning defects or 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 solicitations and exposure of proposals, upon which award could not be made. If solicitation defects, omissions, or objectionable materials are not brought to the attention of the Procurement Officer at least ten days prior to the proposal submission deadline, protest based on these flaws shall be disallowed.

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.

SEC. 1.07  RETURN INSTRUCTIONS

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

Department of Corrections
ATTN: Vanessa Nunnery
RFP Number: 2018-2000-3701
RFP Title: OSHA 30-HOUR GENERAL INDUSTRY INSTRUCTOR
550 W. 7TH AVE, STE. 1800
ANCHORAGE, AK  99501

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

Department of Corrections
ATTN: Vanessa Nunnery
RFP Number: 2018-2000-3701
550 W. 7TH AVE, STE. 1800
ANCHORAGE, AK  99501

If submitting a proposal via email, please read and comply with the following: The technical and cost proposal must be saved as separate PDF files, and both shall be emailed to evan.patterson@alaska.gov. Each PDF will be clearly labeled attachments such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the Offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the State is 20MB (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes. Each email must comply with the requirements described above. It is the Offeror’s responsibility to contact the Procurement Officer via email or by phone (907) 334-0851, to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments. Proposals shall not be reviewed by the Procurement Officer prior to the proposal deadline.

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 signing the proposal, Offerors certify that they comply with the following:

A. Laws of the State of Alaska;
B. Applicable portion of the Federal Civil Rights Act of 1964;
C. Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
D. 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. Condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
G. Offers will remain open and valid for at least 90 days; and
H. 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. The award may also be cancelled 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. Amendments shall also be sent to Offerors who have registered with the Procurement Officer, after receiving the RFP from the State of Alaska Online Public Notice (OPN) website. Amendments shall also be published on the OPN.
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.

A. Issued RFP **June 9, 2017**

B. Deadline for Receipt of Proposals **JUNE 30, 2017**

C. Proposal Evaluation Committee complete evaluation by **JULY 11, 2017**

D. State of Alaska issues Notice of Intent to Award a Contract **JULY 13, 2017**

E. State of Alaska issues contract **JULY 24, 2017**

F. Contract start **JULY 27, 2017**

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  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. 1.14  NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the Education Program Manager.
SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Corrections offers an evidence-based rehabilitative education program to enhance the security of our institutions; safeguard the public; and reduce recidivism. In the effort to improve employability, and facilitate successful transitions, eligible offenders are given the opportunity to participate in a variety of vocational training courses. Occupational Safety and Health Administration (OSHA) 30-Hour General Industry outreach training may be required for employment in various trades. This course is the primary method used to train supervisors and workers on hazard recognition, avoidance, abatement, and prevention of safety and health hazards in general industry workplaces.
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections (DOC), Division of Institutions – Offender Habilitation/Education, is soliciting proposals for an instructor to provide initial OSHA 30 General Industry outreach courses, in accordance with OSHA 29 CFR 1910. Training must meet all federal, state, and local guidelines for accreditation, as successful participants shall receive OSHA 30 General Industry training certificates. The Department anticipates one (1) instructor is needed to instruct OSHA 30 General Industry, and DOC Education Coordinators will be available to provide classroom support as needed. The instructor shall provide services independent of the Department, and contract performance shall be under the general direction of the Education Coordinator overseeing services at each facility.

OFFEROR PROVISIONS

The OSHA 30 General Industry instructor shall be responsible for the items listed herein.

A. Provide OSHA 30 General Industry Outreach training to include, but not limited to the following subjects:

1. Introduction to Occupational Safety and Health Administration (OSHA)
2. Hazard Communication
3. Fire Prevention and Protection
4. Machine Guarding
5. Welding, Cutting, and Brazing
6. Flammable and Combustible Liquids
7. Material Handling and Safety
8. Ergonomics
9. Industrial Hygiene
10. Personal Protective Equipment
11. Bloodborne Pathogens
12. Managing Safety and Health
13. Fall Protection
14. Powered Industrial Vehicles

B. Meet participation restrictions to instruct each course

1. Minimum 8 participants to provide instruction
2. Maximum 25 students allowed per course
3. Total 250 students authorized annually

C. Prepare lesson plans, training aids, and other course material

D. Perform all administrative, testing, and practical evaluations

E. Develop, demonstrate, and facilitate hands-on projects

1. Simulations are authorized when individual equipment availability is impractical, and in situations that would create an unsafe learning environment.

F. Create and maintain student records in accordance with accreditation requirements
G. Provide OSHA 30 General Industry national certificates to successful participants

   1. Submit applications, receive, and distribute student credentials
   2. Delivery no later than the last day of the fiscal year (June 30 annually)
   3. If mailed, package shall include cover letter identifying correctional center and list credential recipients

       Mail to:
       Department of Corrections
       ATTN: Gary Olsen
       550 W. 7th Ave, Ste. 1800
       Anchorage, AK  99501

H. Maintain a safe and secure training environment at all times

MEETINGS – Meetings shall be included in the hourly rate calculations, as no additional time shall be charged for the meetings. The instructor shall participate in meeting as listed below:

A. Attend a one-time orientation meeting conducted by DOC security staff
B. Submit lesson plans, training aids, and other materials to each Education Coordinator for prior approval
   1. Discuss course support role with Education Coordinators
C. Verify course enrollment statistics with the Education Coordinator prior to start of courses
D. Participate in course meetings to discuss student progress, problems, and classroom related concerns
E. Provide course reports to the Education Coordinator at each location
   1. Include student names, attendance, grades, handouts, and instructor evaluations
F. Participate in court appearances as required (extremely rare)

SECURITY – Classes are subject to cancellation by the Education Coordinator, Facility Administration, or when deemed necessary by the security staff. Classes would be rescheduled accordingly. To meet the security requirements of the Department, the course instructor shall:

A. Submit to and pass a DOC security background check
   1. Failure to maintain security clearance will be grounds for contract cancellation.
B. Carry out all duties in a professional, reliable, and security-minded manner
C. Maintain a safe and secure training environment at all times
D. Submit inventory of training items to each Education Coordinator prior to the scheduled start date
   1. All items are subject to security approval.
   2. Course outlines shall be submitted as well.
E. Comply with all DOC security policies and procedures (See attachments)
F. Immediately notify the education staff or security officer of any (and all) disruptive behavior
DEPARTMENT PROVISIONS – The instructor may request specific supplies and/or equipment by submitting a comprehensive list to each Education Coordinator. Request shall be submitted in writing, and all items are subject to approval. The Department shall provide:

A. Workspace, classroom, equipment, and construction supplies for course work
   1. Offeror must safeguard and inventory items in accordance with Department rules and regulations.

B. Adequate classroom space with seating for students, open gymnasium, television, DVD player, and PowerPoint

C. Other administrative items as required

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The resulting contract will be from the date of award, approximately July 27, 2017 through June 30, 2018, with two (2) additional one-year renewal options—through June 30, 2020. Renewals are exercised at the sole discretion of the Department.

Unless otherwise provided in this RFP, the State and the successful Offeror 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) the State shall provide 30-day notice of the intent to cancel services.

WORK SCHEDULE – The resulting contract shall provide a part-time work schedule. Instruction timetables shall be mutually agreed upon between the success Offeror and the Education Coordinator at each facility. Classes are subject to cancellation by the Criminal Justice Planner, Education Coordinator, Facility Administration, or when deemed necessary by security staff.

An annual total of 300 instructional hours shall be awarded under the resulting contract. Maximum hours shall not be exceeded without the written approval of the Criminal Justice Planner. The Department does not guarantee a minimum or maximum number of service hours, and shall not pay for unworked hours.

INSTRUCTIONAL AUTHORIZATION

A. OSHA 30-Hour Construction training courses:
   1. 30 hours of instruction over a four (4) day period
   2. One (1) course at each of ten (10) facilities: AMCC, FCC, GCCC, HMCC, KCC, LCCC, PMCF, SCCC, WCC, and YKCC
   3. Total instructional contract hours: 300

B. Days, evening, and/or weekends authorized as need by the facility

C. No State/Federal holidays authorized (See Holiday Schedule attachment)

D. Notify the Education Coordinator of any class schedule changes, cancellations, or absences.

SEC. 3.03 CONTRACT TYPE

This contract is a fixed price contract.
SEC. 3.04  PROPOSED PAYMENT PROCEDURES

To receive payment under this agreement, the successful Offeror may submit an invoice for services rendered, at the conclusion of service provisions for each of ten locations. Prior to payment requests, all required activities shall be completed with written confirmation. All student reports and student credentials shall be provided, as missing reports and/or credentials may result in an invoice dispute and delay payment. Submittals shall be made to the Education Coordinator overseeing the project at each location, or mailed to the Program Manager.

A. All invoices shall be verified by the Contractor for accuracy.

B. Only locations serviced shall be billed. 30-hours of instruction are required. Breaks are not paid under this contract.

C. For payment processing, the end of course invoice shall be submitted directly to the Program Manager/Education Coordinator at each location, and shall include: contract number, business name, address, phone number, locations worked, and remaining locations to be worked for the fiscal year.

D. Invoices, reports, and/or student credentials submitted by mail shall be sent to:

   Department of Corrections
   Attn: Gary Olsen
   550 W. 7th Ave, Ste. 1800
   Anchorage, AK 99501

The Program Manager/Education Coordinator shall review, verify, authorize, and forward the invoice to administration and accounting for payment processing. Payments will be made within 30 days of receipt by DOC of a proper, undisputed invoice.

SEC. 3.05  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. 3.06  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. 3.07  LOCATIONS OF WORK

The locations of work are as follows:

A. Anvil Mountain Correctional Center (AMCC), Mile 3, Center Creek Rd, Nome, AK 99762

B. Fairbank Correctional Center (FCC), 1931 Eagan St., Fairbanks, AK 99701
C. Goose Creek Correctional Center (GCCC), 22301 West Alsop Rd., Wasilla, AK  99654

D. Hiland Mountain Correctional Center (HMCC), 9101 Hesterberg Rd., Eagle River, AK 99577
   1. Female population

E. Ketchikan Correctional Center (KCC),  1201 Schoenbar Rd, Ketchikan, AK, 99901

F. Lemon Creek Correctional Center (LCCC), 2000 Lemon Creek Rd, Juneau, AK  99801

G. Point Mackenzie Correctional Farm (PMCF), 1369 S. Guensey Rd., Wasilla, AK, 99687

H. Spring Creek Correctional Center (SCCC), 3600 Bette Cato, Seward, AK  99664

I. Wildwood Correctional Center (WCC), 10 Chugach Ave., Kenai, AK  99611

J. Yukon-Kuskokwim Correctional Center (YKCC), 1000 Chief Eddie Hoffman Hwy, Bethel, AK  99559

The State will provide workspace for the instructor.

Travel to other locations will not be required, and per diem rates shall conform to AAM 60 guidelines.

By signature on their proposal, the Offeror certifies that all services provided under the resulting contract 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. 3.08     SUBCONTRACTORS
Subcontractors will not be allowed.

SEC. 3.09     JOINT VENTURES
Joint ventures will not be allowed.

SEC. 3.10     CONTRACT PERSONNEL
Any change of the project team members named in the proposal must be approved, in advance and in writing, by the program manager. Newly assigned personnel must submit to and pass a background check, as provided by the Department. Personnel changes that are not approved by the State may be grounds to terminate the contract.

SEC. 3.11     INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES
The Offeror shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Program Director or designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Program Manager or designee
may require the successful Offeror to make corrections or modifications if needed, in order to accomplish the contract’s intent. The successful Offeror will not unreasonably withhold such changes.

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

SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the successful Offeror may be required to provide additional services. Services shall be within the general scope of the initial contract. When additional services are required, the Program Manager/Procurement Officer will provide a written description of the additional services, and confirm the prices as listed within the existing contract. If additional fees apply, cost and pricing data must be provided to justify such amendments per AS 36.30.400.

Additional work shall not commence until the Program Manager has secured any required State funding approvals necessary for a contract amendment. Approval by the Commissioner of the Department of Corrections or the Commissioner’s designee and an executed written contract amendment shall be provided.

A reduction in services may also be required. The Program Manager will provide guidance, if a location cannot meet the minimum participation requirements. Services for that location may be delayed or cancelled.

SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY

All confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein, and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and State law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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. 3.14 INSURANCE REQUIREMENTS

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. If the successful Offeror fails to provide evidence of such insurance coverage, in a timely manner, this is a material breach of the contract. The Department may withdraw the award or terminate the contract.

Offerors must review Appendix B1 (Attachment 6) for insurance coverage details. No alteration of the requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management Office. Objections to any of the requirements in Appendix B1 must be submitted in the Offeror’s proposal.

SEC. 3.15 TERMINATION FOR DEFAULT

If the Program Manager determines that the Contractor has refused to perform the work, or has failed to perform the work, the State may terminate the Contractor’s right to proceed with all or part of the remaining work. The Contractor shall perform with diligence to ensure timely and accurate completion of work, or the Contract may be provided written notice of contract termination.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in SECTION 8.
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.

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. If an Offeror fails to include these items, the proposal may be deemed non-responsive and rejected.

A. Table of Content

B. Introduction:
   1. Offeror Information and Assurance Form
   2. Licensing Requirements
   3. Conflict of Interest Statement

C. Technical Proposal
   1. Understanding of Work and Plan for Services
   2. Experience and Qualifications
   3. Budget Narrative and Management Plan

D. Alaska Offeror’s Preference

E. Cost Proposal Form

SEC. 4.02 TABLE OF CONTENTS

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

SEC. 4.03 INTRODUCTION

This section shall include the following:

A. Offeror Information and Assurance Form – This form must be signed by an individual or company officer empowered to bind the company, and notarized. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.

B. Licensing Requirements – Offerors shall include acceptable evidence that the Offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements

C. Conflict of Interest Statement – Offerors shall include a Statement identifying any conflicts of interest that may exist; or a Statement that none exist.

SEC. 4.04 TECHNICAL PROPOSAL

A. Understanding of Work and Plan for Service
Offerors must provide comprehensive narrative Statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule.

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

B. Experience and Qualifications

Experience Providing Services – Offeror must provide documents showing prior experience and qualifications as outlined in SEC. 1.04. The Department's ideal Contractor shall meet the requirements below:

1. OSHA 30-Hour General Industry Instructor Certification
2. Resume including relevant work history
   a. Minimum three (3) years of experience as a OSHA 30 General Industry Instructor
   b. Education: High school, GED, or higher academic credentials

   1. Include copy of certificate
3. Department Preferences – include confirmation of the following:
   a. Experience working in high security or correctional environments
   b. Institution Authorization/Exemption from Alaska Commission on Postsecondary Education

C. Budget Narrative – The budget narrative will be evaluated as part of a vendor’s plan for service.

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

The proposed rate must include all direct and indirect costs associated with performance of the services required in this RFP. Direct cost covers the individual’s time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance, supplies, overhead, travel, etc.

If applicable provide and detail other costs in the budget narrative. These costs must include all direct and indirect costs as described above.

Must be separately sealed or in a separate pdf attachment.

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

E. Personnel – The rates per hour proposed should include all direct and indirect costs (except as noted below with
regard to non-local travel expenses) associated with performance of the services required in this RFP. Direct cost is the cost of the individual’s time providing the direct service that includes, but is not limited to, personnel costs (wages, payroll taxes) and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance, supplies, overhead, travel, etc. The amount of time billable under a resulting contract will be for actual direct services provided. The contract staff travel time to and from residence or contracting agency is not considered direct services and will not be billable.

SEC. 4.05 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, per location. Each shall be calculated to include: hourly rates per activity, direct expenses, supplies, overhead, travel, and profit.

BID ITEMS:

A. AMCC, Nome, AK
B. FCC, Fairbanks, AK
C. GCCC, Wasilla, AK
D. HMCC, Eagle River, AK
E. KCC, Ketchikan, AK
F. LCCC, Juneau, AK
G. PMCF, Wasilla, AK
H. SCCC, Seward, AK
I. WCC, Kenai, AK
J. YKCC, Bethel, AK

Offerors must submit their proposed cost on the included Cost Proposal Form (Attachment 1). The Total Proposal Cost shall be used to convert cost to evaluation points. The proposed rates on the Cost Proposal Form shall be binding for the full term of the resulting contract, including any renewals.

SEC. 4.06 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive shall be evaluated using the criterion set out in SECTION 5.

Proposal evaluations 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 1000

TECHNICAL PROPOSAL

SEC. 5.01 UNDERSTANDING OF WORK AND PLAN FOR SERVICES (100 POINTS OR 10%)

Proposals will be evaluated against the questions set out below:

1) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2) How well has the Offeror identified pertinent issues and potential problems related to the project?
3) To what degree has the Offeror demonstrated an understanding of the required services, as requested by the State?
4) Has the Offeror demonstrated an understanding of the State’s time schedule, and can the Offeror meet it?
5) How does the Offeror address the security requirements for training within the correctional centers?

SEC. 5.02 EXPERIENCE AND QUALIFICATIONS (200 POINTS OR 20%)

All questions apply for Sole Proprietors. Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:
   1) Are resumes complete, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? Explain.
   2) How extensive is the applicable education and experience of the personnel designated to work on the project?
   3) Has the Offeror provided instructor certification with current dates and/or refreshers? Note dates.

2) Questions regarding the firm or sole proprietor:
   1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
   2) How successful is the general history of the firm regarding timely and successful completion of projects?

SEC. 5.03 BUDGET NARRATIVE AND MANAGEMENT PLAN (200 POINTS OR 20%)

Proposals will be evaluated against the questions set out below:

1) How detailed and feasible is the budget narrative?
2) Does the budget narrative account for training costs in a meaningful way? Why/Why not?
3) How well does the budget narrative match and achieve the objectives set out in the RFP?
4) Does the proposed budget effectively allocate funds to meet the schedule of the RFP? Why/Why not?
5) How comprehensive is the management plan, and does it depict a logical approach to fulfilling the requirements of the RFP?
6) How well is accountability completely and clearly defined (instructor supervisor identified)?
7) How well does the management plan illustrate the lines of authority and communication?
8) To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

9) Does it appear that the Offeror can meet the schedule set out in the RFP?

10) Has the Offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 5.04  CONTRACT COST (400 POINTS)

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 SEC. 6.12 through SEC. 6.14.

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 SEC. 6.15.

SEC. 5.05  ALASKA OFFEROR PREFERENCE (100 POINTS)

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 Program Manager. 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.

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 Department of Correction’s conference room on the 18th floor of the Atwood Building in Anchorage, Alaska.

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

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:

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

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.

<table>
<thead>
<tr>
<th>Offeror</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror #1</td>
<td>$40,000</td>
</tr>
<tr>
<td>Offeror #2</td>
<td>$42,750</td>
</tr>
<tr>
<td>Offeror #3</td>
<td>$47,500</td>
</tr>
</tbody>
</table>

**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.

\[\frac{40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost}}{42,750 \text{ cost of Offeror #2's proposal}} = 37.4\]

Offeror #3 receives 33.7 points.

\[\frac{40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost}}{47,500 \text{ cost of Offeror #3's proposal}} = 33.7\]

(b) **Alaska Offeror Preference**

**Step 1**

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

100 Total Points Available in RFP x 10% Alaska Offerors preference = 10 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:

<table>
<thead>
<tr>
<th>Offeror</th>
<th>Points</th>
<th>Preference</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror #1</td>
<td>83</td>
<td>No Preference</td>
<td>0</td>
</tr>
<tr>
<td>Offeror #2</td>
<td>74</td>
<td>Alaska Offerors Preference</td>
<td>10</td>
</tr>
<tr>
<td>Offeror #3</td>
<td>80</td>
<td>Alaska Offerors Preference</td>
<td>10</td>
</tr>
</tbody>
</table>

**Step 3**

Add the applicable Alaska Offerors preference amounts to the Offeror’s scores:

<table>
<thead>
<tr>
<th>Offeror</th>
<th>Points</th>
<th>Preference</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror #1</td>
<td>83</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Offeror #2</td>
<td>84</td>
<td>(74 points + 10 points)</td>
<td></td>
</tr>
<tr>
<td>Offeror #3</td>
<td>90</td>
<td>(80 points + 10 points)</td>
<td></td>
</tr>
</tbody>
</table>

**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/App. A). This form is attached in SECTION 8 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 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. 7.03 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. 7.04 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. 7.05 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. 7.06 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. 7.07 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. 7.08 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. 7.09 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. 7.10 SUPPLEMENTAL TERMS AND CONDITIONS**
Proposals must comply with SEC. 7.04 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. 7.11  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. 7.12  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 Responsiveness Checklist
3) Offeror Information and Assurance Form
4) Certification of Entitlement to the Alaska Bidder Preference
5) Standard Agreement Form - Appendix A
6) Appendix B1
7) Request for Clearance
8) Department of Correction Policies and Procedures
9) Holiday Schedule
Offerors must use this form to enter data that will be utilized to determine the proposed cost for provision of services. This Cost Proposal Form represents the projected cost for an annualized period, and includes all direct and indirect costs.

The anticipated service locations are listed below. Each Bidder shall enter an annual bid amount for each location as well as the total proposed cost.

Substitutions of unit pricing is not permitted and may result in an offer being deemed non-responsive.

Reference SECTION 4.05

<table>
<thead>
<tr>
<th>SERVICE LOCATIONS</th>
<th>COURSE PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMCC, Nome, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>FCC, Fairbanks, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>GCCC, Wasilla, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>HMCC, Eagle River, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>KCC, Ketchikan, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>LCCC, Juneau, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>PMCF, Wasilla, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>SCCC, Seward, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>WCC, Kenai, AK</td>
<td>$____________</td>
<td></td>
</tr>
<tr>
<td>YKCC, Bethel, AK</td>
<td>$____________</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PROPOSAL COSTS (TPC) $_________________

Applicable Preferences, if any, will be applied to the Total Proposal Cost indicated above. The lowest TOTAL PROPOSAL COST, after applicable preferences, will receive the maximum evaluation points. Other proposal point allocations will be determined using the method outlined in SEC. 6.15.

IMPORTANT NOTE: The DOC reserves the right to award all or select locations from list above.

Do not enter additional information on this form. If necessary use separate page and attach to cost proposal.
PROPOSAL RESPONSIVENESS CHECKLIST

OSHA 30-HOUR GENERAL INDUSTRY INSTRUCTOR
RFP 2018-2000-3701

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 nonresponsive, and the proposal may not be accepted for evaluation for possible award of contractual services.

<table>
<thead>
<tr>
<th>Description</th>
<th>✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal received by <strong>2:00 p.m. local time 6/30/17</strong> by the Procurement Officer</td>
<td></td>
</tr>
<tr>
<td>Proposal meets and includes all items (SEC. 1.08 &amp; SEC. 4)</td>
<td></td>
</tr>
<tr>
<td>Offeror Information &amp; Assurance Form – signed and notarized (SEC. 4.03)</td>
<td></td>
</tr>
<tr>
<td>Alaska Bidder Preference Certification and/or other applicable preferences (if SEC. 6.11)</td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest Statement (SEC. 1.08)</td>
<td></td>
</tr>
<tr>
<td>Understanding of Work and Plans for Service (SEC. 4.04)</td>
<td></td>
</tr>
<tr>
<td>Experience &amp; Qualifications including Resumes and References (SEC 1.04 &amp; SEC 4.04)</td>
<td></td>
</tr>
<tr>
<td>Budget Narrative (SEC. 4.04)</td>
<td></td>
</tr>
<tr>
<td>Litigation &amp; Investigation Statement (SEC. 4.04)</td>
<td></td>
</tr>
<tr>
<td>Cost Proposal Form (SEC. 4.05)</td>
<td></td>
</tr>
<tr>
<td>Alaska Business License (SEC. 6.02)</td>
<td></td>
</tr>
</tbody>
</table>
OFFEROR INFORMATION AND ASSURANCE FORM
Request for Proposals 2018-2000-3701
Department of Corrections

Title: OSHA 30-Hour General Industry Instructor
Location of Project: Statewide (10 Correctional Centers)

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 holder? YES / NO (circle one)
   ABL # (if available) _______________________________________________________

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. This form must be signed by a company officer empowered to
   bind the company.

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

Offeror’s Authorized Signature and Title* Date (Month, Day and Year)
(must be sworn before a notary public)

Sworn to and subscribed before me this ______ day of ________________________, 20____.

______________________ NOTARY PUBLIC
My commission expires:
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 closing date of the Request for Proposals, the Offeror possesses a valid Alaska business license in any one of the following forms:
   - a copy of an Alaska business license;
   - certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
   - a canceled check for the Alaska business license fee;
   - a copy of the Alaska business license application with a receipt stamp from the State’s occupational licensing office;
   OR
   - a sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the Offeror:
   a) is submitting a proposal for goods or services under the name appearing on the Offeror’s current Alaska business license;
   b) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
   c) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, is a limited liability company* (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership* under AS 32.06 or AS 32.11 and all partners are residents of the State;
   AND
   d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

____________________________________________________ ____________________
Signature of Offeror or Offeror’s Authorized Agent  Date

___________________________________________________
Printed Name
## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Vendor Number</th>
<th>6. IRIS GAE Number (if used)</th>
<th>7. Alaska Business License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This contract is between the State of Alaska, hereafter the State, and Contractor hereafter the contractor.

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street or P.O. Box</th>
<th>City</th>
<th>State</th>
<th>ZIP+4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ARTICLE 1. Appendices:
Appendices referred to in this contract and attached to it are considered part of it.

### ARTICLE 2. Performance of Service:

1. Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
2. Appendix B sets forth the liability and insurance provisions of this contract.
3. Appendix C sets forth the services to be performed by the contractor.

### ARTICLE 3. Period of Performance:
The period of performance for this contract begins ___________ and ends ___________.

### ARTICLE 4. Considerations:

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.

### 11. Department of Attention: Division of
Mailing Address

<table>
<thead>
<tr>
<th>12. CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm</td>
</tr>
<tr>
<td>Signature of Authorized Representative Date</td>
</tr>
<tr>
<td>Typed or Printed Name of Authorized Representative</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

### 14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

### 13. CONTRACTING AGENCY

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Project Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed or Printed Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

### 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 Offeror’s facilities and activities under this contract.
2.2 The Offeror shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.
3.1 If the Offeror 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.

4.1 The Offeror 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 Offeror 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 Offeror shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Offeror 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 Offeror shall send to each labor union or representative of workers with which the Offeror has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Offeror’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 Offeror 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 subofferors, so that those provisions will be binding upon each subofferor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Offeror" and "subofferor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The Offeror 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 Offeror 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 Offeror’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 Offeror, 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 Offeror 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 Offeror, will be allowed, nor may the Offeror 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 Offeror.
The Offeror and any agents and employees of the Offeror 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 Offeror shall pay all federal, State, and local taxes incurred by the Offeror and shall require their payment by any subofferor 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 Offeror. The Offeror agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Offeror does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State’s unencumbered use or distribution, the Offeror agrees that this paragraph supersedes any such statement and renders it void. The Offeror, 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 Offeror 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 supersed any provisions the Offeror may seek to add. The Offeror may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Offeror 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 Offeror for acts of Offeror negligence, are expressly superseded by this contract and are void.

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

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

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

The Offeror 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 Offeror 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 Offeror 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; lighting; 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
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.
State of Alaska  
Department of Corrections  
REQUEST FOR CLEARANCE  
for  
Contractor/Contract Staff Background Checks

Date:___________________________
Applicant Name: _______________________________________________________________________
Mailing Address: _______________________________________________________________________
Purpose of this check:___________________________________________________________________
Date of Birth:___________________________  Social Security #: __________________________
Alaska driver’s license #:__________________
Other States applicant has resided in and the dates:____________________________________________

Prior criminal history (including the State the offense occurred in) _________________________________
_____________________________________________________________________________________

Is applicant currently on probation or parole? _______If yes, where?_______________________________

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of 
Corrections supervision?_____ If yes, State the person’s name/location:
_____________________________________________________________________________________

Clearance requested by (Contractor):_______________________________________________________
Address:____________________________________________________  Phone:___________________
The information that I have provided is true and accurate to the best of my knowledge.  I authorize the 
Department of Corrections to perform a background investigation for any and all prior convictions or current 
warrants.

Signature of applicant:_______________________________________ Date:_______________________
Contractor’s signature:_______________________________________ Date:_______________________

*   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *   *  *  *  *   *   *   *   *   *   *  
APSIN/WANTS:  Clear:______ Wants:______ See Attached:______ 
NCIC/WANTS:  Clear:______ Wants:______ See Attached:______ 
Criminal History Check (Alaska) No record found:______ See Attached:________
Criminal History Check (other States) No record found:______ See Attached:________
Approved by:____________________________________  Date: ______________________

Contract Oversight Officer/Superintendent, 
Division of Institutions 

Request Granted:______ Request Denied:______
Reason for denial:___________________________________________

DOC Staff Signature/Title:___________________________ Date: ____________________
STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

CODE OF ETHICAL PROFESSIONAL CONDUCT, #202.01 (2 PAGES)
FORM 202.01A (1 PAGE)
http://www.correct.state.ak.us/pnp/pdf/202.01.pdf

STANDARDS OF CONDUCT, #202.15 (12 PAGES)
FORM 202.15A (1 PAGE)
State Holiday Schedule

(11) Federal & State Holidays Observed

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward’s Day (Last Monday of March)

Memorial Day

Independence Day

Labor Day

Alaska Day (October 18th)

Veterans' Day

Thanksgiving Day

Christmas Day