

STATE OF ALASKA REQUEST FOR PROPOSALS



RFP #180000029

Date of Issue: November 16, 2017

Title and Purpose of RFP:

Mental Health Discharge Planner

Anchorage Correctional Complex, Anchorage, Alaska

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF HEALTH AND REHABILITATION SERVICES

PRIMARY CONTACT:

GARY BAILEY
PROCUREMENT OFFICER
GARY.BAILEY@ALASKA.GOV
(907) 269-7344

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections is soliciting for the services of an agency to provide a designated staff position to function as a mental health discharge planner at the Anchorage Correctional Complex (ACC). A MORE DETAILED DESCRIPTION OF THE SCOPE OF WORK IS PROVIDED IN SECTION 3.

SEC. 1.02 BUDGET

The Department estimates a maximum budget of between \$80,000 and \$85,000 annually for this contract. Proposals priced outside the high range, if otherwise responsive to the RFP requirements, will be accepted for evaluation and possible award of services, however funds are limited and negotiations may be necessary depending upon the cost of proposals submitted.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on NOV. 30, 2017

Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS

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

(a) Experience – Discharge Planner, staff providing direct services:

- Bachelor or Master's degree in psychology, social work, or a social service field
- with a minimum of two years' experience providing case management for individuals with mental illness who are involved with the criminal justice system;
- The discharge planner must have experience and knowledge to recognize symptoms of mental illness and suicide risk and know when they need to call in DOC mental health to consult.

(b) Experience – Agency

- The offeror must demonstrate a successful history in providing and administering services as described in RFP, or similar services.
- Professional Supervision: Contract agency must have licensed behavioral health supervisor assigned to the discharge planner.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. **Questions deadline date is November 27, 2017 not later than 2PM.**

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **GARY BAILEY** – PHONE **907-269-7344** - FAX **907-269-7345** – TDD **907-269-7340**

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 must be clearly identified. The sealed proposal package(s) must be addressed as follows:

(RETURN ADDRESS)

**State of Alaska, Department of Corrections
Attention: Gary Bailey, Procurement Officer
550 W. 7th Avenue, Suite 1800
Anchorage, AK 99501**

RFP #180000029, Mental Health Discharge Planner

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency by phone first prior to sending to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. Fax to **907-269-7345**. **PLEASE NOTE THAT FAXING IS NOT EXCOURAGED.**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **EVAN.PATTERSON@ALASKA.GOV** as separate, 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 and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-269-7344** to confirm that the proposal has been received. The state is not responsible for any unreadable, corrupt, or missing attachments.

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

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

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Corrections reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

NOT APPLICABLE TO THIS RFP

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **NOVEMBER 16,**
- Questions Deadline **NOVEMBER 27, 2017**
- Deadline for Receipt of Proposals **NOVEMBER 30, 2017,**
- Proposal Evaluation Committee complete evaluation by **DECEMBER 7, 2017,**
- State of Alaska issues Notice of Intent to Award a Contract **DECEMBER 15, 2017,**

- State of Alaska issues contract **DECEMBER 27, 2017,**
- Contract start **JANUARY 1, 2018.**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Corrections, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

NO PRE-PROPOSAL IS SCHEDULE FOR THIS RFP.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The DOC first contracted for this position in July 2011 when it was determined that a designated mental health discharge planner was needed in order to provide targeted services for Mental Health Trust beneficiaries located at the Anchorage Correctional Complex East (ACC-E). At that time the average census in ACC-E was approximately 444 each day. ACC-E is a booking facility with a rapid turnover that processes approximately 52 bookings and 51 releases each day. It is estimated that between a quarter and a third of bookings and releases are Trust beneficiaries. The majority of bookings and releases are for misdemeanor crimes with short stays in DOC custody.

The primary target population for this Mental Health Discharge Planner is Trust Beneficiaries who have severe, chronic mental illness, traumatic brain injuries and/or mental retardation.

It is expected that the number of referrals will remain at a high volume throughout the contract period, and will be influenced by the effectiveness of services delivered by community provider agencies.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

(a) General

The contractor will provide a designated full time equivalent staff position to function as a discharge planner for the purpose of assisting individuals scheduled for release from the Anchorage Correctional Complex. This position will work in conjunction with on-site DOC mental health staff and will have regular contact with DOC mental health release program staff. The contractor must clearly understand the operation of and interface between the following: DOC institutional services; DOC release program options; and community resources available to treat mental illness and provide treatment for substance abuse and mental disabilities if needed on an individualized case-by-case basis.

The Department of Corrections will provide adequate office space, office equipment, and a desk telephone within the Anchorage Correctional Complex for use by the discharge planner.

The objective of this service is to:

- (1) Effectively identify individuals incarcerated in ACC who may have been receiving services from community based mental health treatment agencies prior to incarceration;
- (2) Assist DOC mental health employee staff to obtain records from community agencies if pertinent;
- (3) Track court dates and disposition for beneficiaries on the ACC mental health caseload;
- (4) Make referrals and arrangements for an effective discharge/release plan for Trust beneficiaries released from ACC in order to promote continuity of care;
- (5) A particular focus is to identify and expedite connections to services for individuals who have, or will receive services from local agencies that serve individuals with mental illness and mental disabilities.
 - Primary agency referrals include Anchorage Community Mental Health Services, Inc. in addition to other community treatment agencies such as Southcentral Foundation, Assets Inc., Hope Community Resources, and the Arc of Anchorage.

The position will receive program supervision from the contractor agency with on-site consultation available from designated DOC mental health staff.

(b) Service Requirements

- (1) The individual occupying the discharge planner position must have experience and knowledge sufficient to recognize symptoms of mental illness and suicide risk, and know when it is appropriate and necessary to call in DOC mental health staff to consult.
- (2) The discharge planner position will be required to understand and work closely with the

DOC Mental Health Reentry Initiatives, including APIC (Assess, Plan, Identify, Coordinate), IDP+ (Institutional Discharge Project Plus), JAS (Jail Alternative Services), PCR (Palmer Coordinated Resource Project), DOC ACC reentry initiatives; and other potential reentry programs, in order to improve continuity of care for mentally ill individuals who are involved with the correctional system.

- (3) The ACC discharge planner must be familiar with mental health and substance abuse treatment resources in both the primary areas of Anchorage as well as whatever similar sources may be available throughout the State.
- (4) The contract position will perform the following functions, and other similar duties to promote effective discharge planning:
 - Assist in identifying Trust beneficiaries entering DOC and gathering records from previous providers to initiate the release planning process and interagency coordination;
 - Assist institutional mental health staff in release planning for individuals who will be released from ACC;
 - Provide case management to include coordinating mental health and substance abuse referrals, housing, medication, and information or assistance in obtaining identification and benefits;
 - Schedule and assist community agencies to complete intake interviews for individuals incarcerated at ACC;
 - Assist participants to obtain housing; apply for General Relief funding or secure other funding to pay for housing if applicable in coordination with DOC mental health release programs, and resources available through community provider agencies;
 - Ensure continuity of psychiatric care by scheduling psychiatric appointments pre-release that will occur after discharge from DOC custody, provide for follow-up measures to ensure medications are continued after individuals are released from jail;
 - Assist offenders in obtaining identification documents;
 - Assist offenders in obtaining transportation as needed to ensure successful reentry;
 - The position may assist with preparation of applications, if appropriate, for Adult Public Assistance and Medicaid, or coordination to assure these are done;
 - If eligible and determined appropriate, coordinate services and benefits with the Veteran's Administration.

(c) Additional Requirements

This contract position will operate inside the Anchorage Correctional Complex and must: become familiar with and follow all applicable DOC policies and procedures; be familiar and

compliant with applicable State statutes and Administrative Codes; adhere to professional standards as set out by the American Psychological Association and the National Association of Social Workers as well as those standards applicable to grantees of the Dept. of Health & Social Services, Division of Behavioral Health (DHSS/DBH) and community mental health providers.

(d) Records – must be familiar with and abide by the federal confidentiality regulations

- (1) The contractor will be expected to make all their internal records on agency clients available to the discharge planner in order to enhance identification and promote continuity of care.
- (2) It is expected that the contractor will keep a record of all client contacts, referrals and placements including timelines. Specifics on records to be kept in contractor agency and those to be shared with or kept at DOC will be determined in collaboration with DOC mental health staff, and may be subject to change or revision depending on assessment of utility of documents, and improvements recommended over the course of the contract period.

(e) Schedule and Billings

The contractor is expected to provide services based upon a 37.5 hour work week over 48 weeks per year. Service needs are for 7.5 hours per day Monday through Friday. Specific work hours are to be determined but will fall between the week day hours of 8:00 a.m. and 6:00 p.m. The contractor's staff will not provide services on State observed holidays.

A 48-week year, 37.5 hours per week, excluding 11 State-observed holidays, is used for calculations. Hourly rates proposed must include all overhead, including supervision, vacation, sick leave, merit increases, holidays and training. The contractor shall provide a DOC approved substitute for any counselor who is absent for longer than two consecutive weeks.

- (1) The annual hourly calculations excluding holidays for full time staff are as follows:

48 wks x 37.5 hrs/wk (excluding 11 State holidays @ 7.5 hrs/ea) = 1,717.5 hours/year

- (2) Holiday compensation must be included in the hourly rate. Actual dates for each of the 11 holidays may vary, but must coincide with the dates the State of Alaska observes. The 11 State holidays used under this contract are as follows:

Independence Day; Labor Day; Alaska Day; Veterans' Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Day; Presidents' Day; Seward's Day; Memorial Day

- (3) Workday hours are to be established by the Mental Health Clinician IV (who will coordinate within available institutional timeframes); The MHC IV will serve as the Department's Contract Action Officer.

- (4) The discharge planner is not a clinical position. Exact needs are unknown and will fluctuate daily. DOC will prioritize referrals requiring discharge planning services to address needs of those most seriously impaired with mental disabilities. The DOC does not expect the contractor to exceed reasonable standards and workloads. (For offerors

who have standards they adhere to, if applicable they should include a copy with their proposal per RFP Section 6.04(b) Governing Policies.)

- (5) The contractor must provide a monthly invoice for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements:
- All invoices must be certified (signed) by the Contractor;
 - Billings shall be submitted on DOC-approved forms and must contain sufficient information in support of all charges to allow proper review and authorization.
 - Billings must include a face sheet summarizing the total reimbursement due to the contractor for the period of service. The Department of Corrections reserves the right to request additional information as necessary to support requested reimbursement or to limit the amount of support documentation provided by the successful offeror in support of the billing invoice.
 - Billings must be submitted through the on-site institutional Contract Action Officer to the Division of Administrative Services, Administrative Officer for Inmate Health not later than the 21st of the month following service.
 - Billings for a contract awarded under this RFP will be submitted on an hourly basis. Contractors will be required to submit DOC forms showing the types of work performed, number of hours and hourly rate.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **JANUARY 1, 2017 to JUNE 30, 2018.** Contract may be extended up to June 30, 2021 depending upon approval of legislative appropriations.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.03 DELIVERABLES

NOT APPLICABLE TO THIS RFP.

SEC. 3.04 CONTRACT TYPE

This contract is a FIRM FIXED PRICE contract. All rates will remain the same for the term of the contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an itemized invoice in a format that meets the State's

requirements. No payment will be made until the invoice has been approved by the Project Director, or designee.

SEC. 3.06 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. 3.07 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. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is the Anchorage Correctional Complex, in Anchorage Alaska.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

Third-Party service providers are **not allowed** under this RFP.

SEC. 3.10 SUBCONTRACTORS

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;

- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the (g) subcontractor is committed to render the services required by the contract.

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

SEC. 3.11 JOINT VENTURES

Joint ventures **will not** be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

NOT APPLICABLE TO THIS RFP.

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 LIQUIDATED DAMAGES

NOT APPLICABLE TO THIS RFP.

SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project

director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines 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: The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. In this section, records refer to administrative documents, not treatment files, requested by DOC. The DOC respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the contractor for service provision.

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

of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.19 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B2**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B2** must be set out in the offeror's proposal.

SEC. 3.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached 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.

SEC. 4.02 INTRODUCTION

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

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

Proposals shall contain the following items in the order listed: (Refer to Sections 6.02-6.06 for an explanation of each category and additional details).

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work, Plan for Service, and Budget Narrative
 - Qualifications and Experience
- (4) Cost Proposal
- (5) Certification of entitlement to Alaska Bidder Preference and/or other preferences (if applicable)

Table of Contents

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

Introduction

This section shall contain the following:

- (a) Offeror Information and Assurance Form (RFP Attachment #4). This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.

(b) Licensing Requirements

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

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

- Offerors who possess a valid Alaska business license at the time their proposal is submitted should include either a copy, or reference the ABL number with their offer.
- In order to receive the Alaska Bidder Preference and other related preferences such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. (See RFP subsections 2.12 – 2.15 for more information on these and other preferences that may apply, and related requirements or affidavits.)

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

Technical Proposal

Understanding of Work to be Performed and Plan for Service

Describe in detail your understanding of the work that is to be performed as presented in Section Five of this RFP. Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services and outcomes to be achieved.

Additionally, offerors must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in this RFP. This section of the proposal must indicate how the offeror intends to meet all the requirements for providing the service.

If applicable, offerors should describe any problems they foresee as well as potential solutions to those problems.

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

Budget Narrative

Proposers are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget. The proposal's budget narrative will be evaluated as part of Section 6.04(a) and 7.0l.

Personnel – The rate per hour proposed must include all direct and indirect costs associated with performance of the services required in this RFP, with the exception of the following:

- An administrative fee, if proposed, up to a maximum of 10% of the service charges invoiced is allowed to be added to billings.

Costs covered in the hourly rate include, but are not necessarily limited to: personnel costs including fringe benefits and supervision, as well as miscellaneous indirect costs. Because DOC will provide office space and all required equipment and supplies, those costs are not included in the hourly rate. DOC will not be responsible for recruitment costs or mileage reimbursement. The total dollar value of the resulting contract will equal a combination of the costs for the hourly services plus the cost of the administrative fee.

Alaska Offeror's Preference

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder as outlined in paragraph 2.14 and Attachment 7.

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

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Responsive offers will then be evaluated using the criterion that is set out in Section Seven.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Staff Qualifications – A current resume/vitae of education, training and experience for each individual (contractors, contract staff, subcontractors, and volunteers) who will be providing direct treatment services must be included with the offeror's proposal. If the offeror proposes to utilize a subcontractor for the provision of services, a letter of commitment and current resume/vitae from each proposed subcontractor should also be included with the offeror's proposal. (See paragraph 1.14 for more information on subcontracting.)

Resumes must include information that clearly delineates the qualifications, training, and experience of each individual who has been identified to provide services under the terms of the contract. (Where applicable, copies of current state licenses and certifications shall also be included, as appropriate. See Section 6.03[b]).

Experience Providing Services – (Distinguish between an agency or individual managing or administering services as opposed to direct services provision.) The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing mental health services within correctional environments and/or to correctional clientele. At a minimum, offerors should address the following in their submitted proposals:

- Include a description of similar services provided and dates;
- Include reference names and phone numbers that can provide confirmation of services rendered.

Note: Some consideration will be given, as applicable, to offerors with experience in providing and administering mental health services within correctional environments and/or to correctional clientele.

Governing Policies

If applicable, include a copy.

Litigation History

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

SEC. 4.07 COST PROPOSAL

Offerors must submit their proposed cost on the attached proposal cost form (or an equivalent form). The total cost on the cost proposal form will also be the figure used in the calculation to convert cost to points.

The hourly rate proposed must include all direct and indirect expenses with the exception of an administrative fee allowed as a separate add-on to billings. The hourly rate proposed on the cost proposal form (and to include any revisions established through the negotiation process) will be binding upon the successful offeror for the full term of the contract including any renewals.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA & CONTRACTOR SELECTION.**

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION (SAMPLE – SEE ATTACHMENT 6 FOR ACTUAL EVALUATION CRITERIA.)

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

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 deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (5%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (40 – 75%)

Overall, a minimum of **40-75%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide

the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the 18th floor of the **ATWOOD BUILDING** 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:

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

STEP 3

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

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 1.12 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

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

Attachment 1

COST PROPOSAL FORM
Mental Health Discharge Planner – ACC
RFP #180000029

Offerors must use this form, or an equivalent format, to enter data that will be utilized to determine the proposed cost for provision of services. Do not modify the quantity listed as it will also be used for evaluation purposes to convert the cost to points.

Costs on this form are for 12 months. Partial fiscal year service periods will be pro-rated accordingly. The purpose is to submit costs in a manner DOC can evaluate and score, and then use to establish billing rates for the resultant contract.

• Service Requirement	Rate/Hour *	Maximum Hours/Year	Total Annual Cost
1 FTE position – Discharge Planner	\$	1,717.5	\$
+ Administrative Fee if proposed – not to exceed 10% (insert amount of % and calculate \$ based on line 1 subtotal if applicable)	_____ %		\$
Total Direct/Indirect Costs			\$

* Hourly rate value: maximum of two decimal points

Offeror signature _____ date _____

Attachment 2

PROPOSAL RESPONSIVENESS CHECKLIST

**Mental Health Discharge Planner – ACC
RFP #180000029**

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.

Description	√
Proposal (sealed) received <u>2:00PM, November 30, 2017</u> in the office of the procurement officer	
Proposal includes original document plus 3 Copies (4 total copies)	
Table of Contents	
Offeror Information & Assurance Form – signed & notarized	
Conflict of Interest Statement	
Statement of Understanding & Plan for Service	
Qualifications and Experience	
Evidence of meeting any licensing or certification requirements	
Alaska Bidder Preference Certification	
Proposed Cost Form	
Budget Narrative	
Litigation History	

Attachment 3

RFP RECEIPT ACKNOWLEDGMENT FORM

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

Mental Health Discharge Planner
Anchorage Correctional Complex

RFP #180000029

ISSUED

November 16, 2017

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL _____

DO NOT INTEND TO RESPOND WITH A PROPOSAL _____

* * * * *

AGENCY/INDIVIDUAL Name

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

Attachment 4

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals #180000029

Department of Corrections

Title: Mental Health Discharge Planner
Location of Project: Anchorage Correctional Complex
Contract Projected to Begin: January 1, 2018
Contract Projected to End: June 30, 2021

A. Offeror's (Agency or Individual) Name: _____

B. Offeror's Address: _____

Telephone Number: _____ Fax: _____ E-Mail: _____

C. Status: For Profit: _____ Non-Profit: _____ Other: _____

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.

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

Offeror's Authorized Signature and Title* 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:

* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.03[a]).

EXAMPLE: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

Attachment #5.1

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>4. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

Attachment 5.2

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the

contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

Attachment 5.3

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

Attachment 6

PROPOSAL EVALUATION FORM
Mental Health Discharge Planner – Anchorage Correctional Complex
RFP # 180000029

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

Offeror – Individual or Firm Name _____

Evaluator - Name of PEC Member _____

EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 200

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

7.01 TECHNICAL EVALUATION SECTIONS

Understanding of the Project, Plan for Services, Budget Narrative (section 6.04[a])
Maximum Point Value for this Section – 25% (50 points available this section)

- (a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the work to be provided?
Maximum points available this question = 5 *Points Awarded: _____*
- (b) How well has the offeror described their plan for providing the services? How well does the offeror's plan depict a logical approach to fulfilling the requirements and objectives of the RFP?
Maximum points available these questions = 10 *Points Awarded: _____*
- (c) How adequate are the staffing levels planned for accomplishing the work? How clear does the program's organization appear to be?
Maximum points available these questions = 5 *Points Awarded: _____*
- (d) Does the plan illustrate the lines and levels of authority and communication both within the agency and between the agency and DOC?
Maximum points available this question = 10 *Points Awarded: _____*
- (e) Does the proposal address in sufficient detail all of the items in Section Five of the RFP?
Maximum points available this question = 10 *Points Awarded: _____*
- Budget Narrative*
- (f) How detailed and feasible is the budget narrative? How reasonable and appropriate are the costs proposed for the services requested?
Maximum points available these questions = 10 *Points Awarded: _____*

SUBTOTAL – UNDERSTANDING / PLAN / BUDGET NARRATIVE: _____

Qualifications and Experience (section 6.04[b])
Maximum Point Value for this Section – 25% (50 points available this section)

Questions regarding key personnel.

- (g) How well does the individual proposed by the offeror to render direct services meet the requirements of section 2.08?
Maximum points available this question = 10 *Points Awarded: _____*
- (h) Does any of the experience listed involve working with an inmate population?
Maximum points available this question = 10 *Points Awarded: _____*
- (i) Have they include a current resume?
Maximum points available this question = 5 *Points Awarded: _____*

Questions regarding the key personnel or agency, as applicable.

- (j) Do the essential personnel assigned to implement and support the services have experience in providing and completing similar services?
Maximum points available this question = 13 *Points Awarded: _____*
- (k) How well does the individual proposed by the offeror to supervise the discharge planner staff position meet the requirements of section 2.08?
Maximum points available this question = 5 *Points Awarded: _____*
- (l) How well does the management plan illustrate the lines of authority and communication? How well is accountability defined?
Maximum points available these questions = 5 *Points Awarded: _____*
- (m) Did the offeror provide an organizational chart? Is the organization of the project team and support staff depicted in a logical manner?
Maximum points available these questions = 2 *Points Awarded: _____*

SUBTOTAL, QUALIFICATIONS / EXPERIENCE: _____

SCORING

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

- *Understanding of Work to be Performed and Plan for Services*
0 to 50 points _____
- *Qualifications and Experience*
0 to 50 points _____

EVALUATOR'S POINT TOTAL FOR 7.01

7.02 CONTRACT COST, 40%

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

80 maximum points

EVALUATOR'S POINT TOTAL FOR 7.02

(To be calculated and provided by procurement officer)

7.03 ALASKA OFFEROR PREFERENCE, 10%

*Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in this section: 200 points
200 points x 10 percent = 20 points*

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

EVALUATOR'S POINT TOTAL FOR 7.03 (either 0 or 20)

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

* * * * *

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

Offeror – Individual or Firm Name _____

Evaluator - Name of PEC Member _____

Attachment 7

**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE
RFP #180000029**

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

Attachment 8

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE
for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

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

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (Alaska) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

Attachment 9

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

Code of Ethical Professional Conduct, #202.01 (2 pages)
Form 202.01A (1 page)

Standards of Conduct, #202.15 (7 pages)
Form 202.15A (1 page)