

STATE OF ALASKA REQUEST FOR PROPOSALS



DENTAL ASSISTANT SERVICES Kenai and Seward, Alaska

RFP 190000003

ISSUED - JULY 26, 2018

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting proposals for an individual or agency to provide Dental Assistant Services at two state correctional locations. Services are to be provided at Wildwood Correctional Center in Kenai, Alaska and at the Spring Creek Correctional Center in Seward, Alaska. A more detailed description of services is located in Section 3.

SEC. 1.02 BUDGET

Department of Corrections, Division of Health & Rehabilitation Services has an established budget for this service however funds are limited and negotiations may be necessary. Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2PM prevailing Alaska Time on AUGUST 16, 2018. Emailed proposals are acceptable but not encouraged. Faxed and Oral proposals are **not** acceptable.

SEC. 1.04 PRIOR EXPERIENCE

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

- **Minimum one year experience as a Dental Assistant.**

Offeror shall provide with their submitted proposal a resume showing minimum required experience, with 3 references including current contact phone numbers.

Public health services in correctional or institutional experience is preferred but **not** required.

An offeror's failure to meet the minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may 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. **The questions deadline is August 9, 2018 no 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

SEC. 1.07 RETURN INSTRUCTIONS

DO NOT submit a response through IRIS Vendor Self-Service (VSS), Please follow the instructions below for submitting you proposal.

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:**

Department of Corrections
Division of ADMIN SVCS (ANCHORAGE PROCUREMENT OFFICE)
Attention: GARY BAILEY
Request for Proposal (RFP) Number: 190000003
RFP Title: DENTAL ASSISTANT SERVICES

550 W. 7TH AVE., SUITE 1800
ANCHORAGE, AK 99501

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

550 W. 7TH AVE., SUITE 1800
ANCHORAGE, AK 99501

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

550 W. 7TH AVE., SUITE 1800
ANCHORAGE, AK 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **GARY.BAILEY@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 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.

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 - **JULY 26, 2018**
- Questions Deadline - **AUGUST 9, 2018**
- Deadline for Receipt of Proposals - **AUGUST 16, 2018**
- Proposal Evaluation Committee complete evaluation by - **AUGUST 23, 2018**
- State of Alaska issues Notice of Intent to Award a Contract - **AUGUST 31, 2018**
- State of Alaska issues contract - **SEPTEMBER 10, 2018**
- Contract start - **OCTOBER 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

A pre-proposal conference is not scheduled or applicable to 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 Department of Corrections (DOC), Division of Health and Rehabilitation Services, is soliciting proposals for an individual or agency to provide Dental Assistant Services. This individual will work with a dentist, primarily as a dental assistant.

The Department of Corrections provides medically necessary dental care including dental screenings and dental examinations. Prisoners' may seek evaluation by a dental provider and shall receive services under the direction of a licensed dentist.

Work is to be performed at two state correctional centers located within Alaska. Travel will be required and may require overnight stays in some areas. See Section 3 for more details.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections (DOC), Division of Health and Rehabilitation, is soliciting proposals for a Dental Assistant services. This is part time services see work schedule below for more details.

The Dental Assistant will be required to perform the following:

[a] The contractor will provide the following duties/service:

- Preparing and maintain dental instruments, equipment and supplies
- Collecting and recording a patient's health history
- Managing patients during dental procedures
- Smoothly and swiftly transferring required instruments from the tray to the dentist
- Preparing dental materials, composites, amalgams, cements, impression materials, etc.
- Knowing and using dental procedure isolation techniques
- Handling dental charts and records in both paper and electronic form
- Preventing and managing dental medical emergencies
- Managing and control inventory
- Knowledge and proper use of autoclaves and other dental and office equipment
(*as applicable*)
- Comply with OSHA and maintain sterile techniques
- Take X-Ray images and properly archive
- And other duties as permitted by the DOC Dentist.

[b] Contractor will be required to stay current with OSHA Blood Borne Pathogens Standards within the last year. Contractor will also have knowledge of current HIPAA guidelines.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The initial period of performance will start on approximately October 1, 2018 through June 30, 2019 with optional renewals up to June 30, 2022. Hours may vary but are normally from 8:00 AM to 4:30 PM, Monday – Friday specific days of the week may be required, however the State will may be flexible. No work will be

performed on State holidays or weekends. See Attachment 10 for State holiday schedule. Services will be part time and provided as scheduled and mutually agreed upon.

- Wildwood Correctional Center (WCC), Kenai, Alaska - (2 times / month)
Travel Method: Air **Estimated Total Annual Hours:** 200 hrs.
- Spring Creek Correctional Center (SCCC), Seward, Alaska - 2 day stay per trip (2 times /month)
Travel Method: Auto **Estimated Total Annual Hours:** 400 hrs. **Mileage Per Trip:** 390 miles

*(Mileage may be adjusted based on contractors base location. Mileage will **not** be reimbursed if less than 50 miles one way from contractor's base location.)* Base location is defined as place of residence or business.

TOTAL HOURS - are not to exceed 600 hours annually.

NOTE: Schedule may change with little notice during the term of the contract offerors shall be flexible and available Monday – Friday each week. Not weekends or holidays.

Dental Assistant services may be required at other facilities statewide during the contract term and will be coordinated in advance by the DOC Dentist and will be based on the availability of the contractor.

Dental assistant may be required to perform minor maintenance on equipment (i.e. clean lines, change in-line filters, etc.) as needed. Other duties may be restocking supplies or other related duties as needed.

Services will not be required on State/Federal holidays. Contractor can take leave or vacations at their discretion during the term of this contract; however it should be planned as far in advance as possible and provide notification to the DOC Dentist. If contractor is going to be gone more than two weeks at one time they shall also notify the procurement officer via email.

TRAVEL: See attachment 10 for details.

RECORDS: The contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it pertains to service requirements under this contract. The contractor is responsible for the cost of compliance with this federal law.

The DOC is currently using an electronic health records system and all contractors will be required to learn the EHR system during the term of the contract. Training will be provided as needed.

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

FIRM FIXED PRICE contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 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 are located at the following locations:

1. Wildwood Correctional Center, Kenai, Alaska
2. Spring Creek Correctional Center, Seward, Alaska

NOTE: Contractor may be asked to work in other locations during the term of this contract if contractor is available and as mutually agreed upon.

The state **WILL** provide workspace for the contractor. Dental Suites are located in each facility and all supplies and equipment are provided.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **ONE** person to each location. Travel to other locations may be required in the future and as agreed upon by all parties.

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 PROVIDERS will **not** be allowed.

SEC. 3.10 SUBCONTRACTORS

SUBCONTRACTORS will **not** be allowed.

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).

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, unless you are a sole proprietor.

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.

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. Offeror must include a budget narrative explaining their costs and how they arrived at them.

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

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

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 AND CONTRACTOR SELECTION.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (20%)

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) Can the offeror provide services on the days of the week requested and meet the schedule outlined in the RFP? If not, has the offeror provided an alternate schedule and is it feasible for this service?
- 4) How appropriate are the costs proposed and was the budget narrative detailed for this service?

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?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 6) To what degree is the proposal practical and feasible?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

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:

- a) How successful is the general history of the firm regarding timely and successful completion of projects?
- b) Has the firm provided letters of reference from previous clients?

SEC. 5.05 CONTRACT COST (40 %)

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

Converting Cost to Points

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

SEC. 5.06 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 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 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. 7.05 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 diminishes 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

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement (example)
 - 5.1 Standard Agreement Form
 - 5.2 Appendix A
 - 5.3 Appendix B2
6. Alaska Bidder Preference Affidavit
7. Security Clearance Form (sample)
8. Proposal Evaluation Form
9. State Holiday Schedule
10. Travel Reimbursement
11. Department Policy & Procedure 202.01 and 202.15
12. Dental Policy & Procedure 807.12

Attachment 1

COST PROPOSAL FORM

Dental Assistant Services **RFP #190000003**

NOTE: Offerors **must use this form** to enter data that will be utilized to determine the proposed annual cost for provision of services. Do not use an alternate form or alternate this one. The contracted amount for the initial period of performance and/or partial fiscal years will be prorated accordingly (*if applicable*). The total indicated will be used for evaluation purposes to convert the cost to points.

You must include all DIRECT / INDIRECT costs in your hourly rate. Indirect costs may include insurance coverages, business license, professional license, etc., must be explained in your budget narrative.

Service Locations

Location	Annual # Visits	# of Hours	Rate / Hour	Total Amount
Wildwood Correctional Center, Kenai	24	200	\$	\$
Spring Creek Correctional Center, Seward	24	400	\$	\$
Sub Total Cost for 600 Annual Hours of Service				\$

Travel See Attachment 10 for Travel details. (*If Applicable*)

Locations	Mileage (\$.54/mile)	Meals (\$60.00/day)	Lodging (# of days)	Round Trip Airfare \$	Total Amount
Wildwood Correctional Center (WCC) - Kenai	\$	\$	\$	\$	\$
Spring Creek Correctional Center (SCCC) - Seward	\$	\$	\$	NA	\$
Sub Total for Travel Costs Annually					\$

Budget Summary

Total Cost for Direct /Indirect Services	\$
Total Cost for Travel	\$
<u>Total Proposed Cost</u> for Evaluation Purposes	\$

NOTE: All costs should be listed in your budget narrative with a detailed breakdown.

Proposal Deadline is August 16, 2016 @ 2PM.

Attachment 2

PROPOSAL RESPONSIVENESS CHECKLIST

Dental Assistant Services RFP #190000003

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.

Description	Checklist
Proposal (sealed) and received before 2:00 p.m., August 16, 2016 <i>Date Rec'd: _____ Time Rec'd: _____ Rec'd By: _____</i>	
Proposal includes original & 1 copy	
Table of Contents	
Offeror Information & Assurance Form (<i>Attachment 4</i>)	
Evidence of Alaska Business License LIC# _____ EXP _____ <i>Professional LIC# _____ (if applicable)</i>	
Conflict of Interest / Litigation History Statement	
Statement of Understanding & Plan for Service	
Budget Narrative – (<i>Specify breakdown of all costs both direct / indirect and travel.</i>)	
Resume with Experience & Qualifications	
Proposal Cost Form (<i>Attachment 1</i>) \$ _____	
Alaska Bidder Preference Affidavit (<i>Attachment 6</i>)	

Do not fill in the blanks above, for state use only.

Attachment 3

RFP RECEIPT ACKNOWLEDGMENT FORM

Dental Assistant Services RFP #190000003

ISSUED
July 26, 2018

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

I have received the above specified RFP and I

DO INTEND TO RESPOND WITH A PROPOSAL _____

DO NOT INTEND TO RESPOND WITH A PROPOSAL _____

* * * * *

AGENCY/INDIVIDUAL

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

Attachment 4

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals # 190000003

Department of Corrections

Title: Dental Assistant Services
Location of Project: Kenai & Seward, Alaska
Contract Projected to Begin: October 1, 2018
Contract Projected to End: June 30, 2022

J. 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: _____

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

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

Offeror's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

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

My commission expires: _____ NOTARY PUBLIC

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

Attachment #5.1

Standard Agreement Form (Sample)

(SEE NEXT PAGE)

Attachment 5.2

Appendix A & B2

(SEE NEXT PAGE)

APPENDIX B²
INDEMNITY AND INSURANCE

ATTACHMENT 5.3

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

Attachment 6

ALASKA BIDDER PREFERENCE AFFIDAVIT

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 of 5 percent to be applied prior to evaluation:

- (1) Offeror holds a current Alaska business license;
- (2) Offeror submits proposal for goods or services under the name on the Alaska business license;
- (3) Offeror 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) Offeror 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) Offeror, if a joint venture, is composed entirely of entities that qualify under (1)-(4).

If the Offeror is an LLC or partnership as identified in (4), list 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 an LLC or partnership as identified in (4), list each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all those members or partners are residents of the State:

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name: _____

Attachment 7

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 8

PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **190000003**

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—20 Percent

Maximum Point Value for this Section - 20 Points

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? (5 Points Max)

NOTES:

- 3) How well has the offeror identified pertinent issues and potential problems related to the project? (5 Points Max)

NOTES:

- 3) Can the offeror provide services on the days of the week requested and meet the schedule outlined in the RFP? If not, has the offeror provided an alternate schedule and is it feasible for this service? (5 Points Max)

NOTES:

- 4) How appropriate are the costs proposed and was the budget narrative detailed for this service? (5 Points Max)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 5 Points

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? (2.5 Points Max)

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP? (2.5 Points Max)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

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 Points Max)

NOTES:

2) How well is accountability completely and clearly defined? (2 Points Max)

NOTES:

3) Is the organization of the project team clear? (2 Points Max)

NOTES:

5) How well does the management plan illustrate the lines of authority and communication? (2 Points Max)

NOTES:

6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (2 Points Max)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points

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? (5 Points Max)

NOTES:

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires? (5 Points Max)

NOTES:

- c) How extensive is the applicable education and experience of the personnel designated to work on the project? (5 Points Max)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINTS TOTAL FOR ALL EVALUATED SECTIONS: _____

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section —40 Points

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

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.15.

TOTAL POINTS FOR COST 5.05: _____

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

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

TOTAL POINTS FOR 5.06: _____

TOTAL COMBINED POINTS: _____

Attachment 9

State Holiday Schedule

Eleven (11) State Holidays

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward's Day – Last Monday of March

Memorial Day

Independence Day

Labor Day

Alaska Day – October 18

Veterans' Day

Thanksgiving Day

Christmas Day

Attachment 10

TRAVEL EXPENSE INFORMATION & REIMBURSEMENT GUIDELINES

Non-Local Travel – For purposes of reimbursement, non-local travel is defined as required travel for work which exceeds 50 miles one-way from contractor's primary residence or place of business to the service location. *(No compensation will be allowed for time spent in transit between locations by the service provider.)*

Travel Expenses: Any proposed compensation for travel, if applicable and in general for vendors located considerably outside the service area, for the purpose of providing services under Section 5 of this RFP should be clearly stated in the budget narrative and included in the proposed cost. Travel expenses, generally acceptable to the State for reimbursement to the contractor, will be proposed as follows:

Airfare (if applicable): Offeror must propose the lowest current round-trip coach/economy airfare rates available. Reimbursement will be for actual airfare expenses. These costs should be shown in your budget narrative in detail.

Lodging (if applicable): Offeror must propose a reasonable and anticipated cost for lodging expenses. Reimbursement will be for actual necessary commercial lodging expenses. Lodging expenses in excess of \$200.00 per day (including applicable taxes) will not be reimbursed. These costs should be shown in your budget narrative in detail.

Mileage (if applicable): Personal vehicles only, reimbursed at \$0.54 per mile. Non-Local mileage will only be reimbursed if more than 50 miles one way to work site. No mileage reimbursement for rental cars or local mileage. These costs should be shown in your budget narrative in detail.

Meals (if applicable): Per diem typically is paid according to rates set in the Alaska Administrative Manual for the State's GGU employees. Currently the rate is set at \$60.00/full day or itemized at: breakfast/\$12.00; lunch/\$16.00; dinner/\$32.00 with per diem beginning when the contractor is in travel status a minimum of 12 hours and meals prorated if trip exceeds 12 hours but less than 24 hours. These costs should be shown in your budget narrative in detail.

Miscellaneous Ground Transportation (if applicable): Reimbursement will be for actual ground transportation expenses, i.e. airport parking, taxi. *(No car rental expense will be reimbursed.)*

NOTE:

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


All travel will be paid in accordance with AAM 60.

Attachment 11

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

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

(SEE NEXT PAGE)

	State of Alaska Department of Corrections Policies and Procedures	Index #:	202.01	Page 1 of 2	
		Effective:	10/17/14	Reviewed:	
		Distribution:	Public	Due for Rev:	10/2018
	Chapter:	Personnel			
	Subject:	Code of Ethical Professional Conduct			

I. Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.

II. References

Alaska Statutes

AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150

Alaska Administrative Code

13 AAC 85.230

III. Purpose

To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors and volunteers.

IV. Application

All staff, contractors and volunteers

V. Definitions

A. Ethical: Conforming to a standard of what is right and good.

B. Professional: Behavior and conduct befitting a person employed in a position of public trust.

VI. Policy

Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.

VII. Procedures

A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.

B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.

C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.

D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.

E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

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

10.17.2014

Date

SIGNATURE ON FILE

Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

Original: 1/21/1985 (Code of Ethics and Standards of Conduct)

Revised 4/17/1985



Revised: 4/2/1990

Revised: 7/25/1991

Revised: 4/15/2000 (Code of Ethical Professional Conduct)

Revised: 11/22/2002

Revised 12/3/2007

<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Administration		PAGE: Page 1 of 12
	CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
	TITLE: Standards Of Conduct		
ATTACHMENTS / FORMS: (A.) Standards Of Conduct Certificate Of Review And Compliance.	APPROVED BY:  Dean R. Williams, Commissioner		DATE: 02/15/17
	AUTHORITY / REFERENCES: 22 AAC 05.045 AS 33.30.011 22 AAC 05.060 AS 33.30.021 22 AAC 05.095 AS 39.28 22 AAC 05.155 AS 39.52 22 AAC 05.196 AS 39.90.010-150 AS 12.62.120 AS 44.09.015 AS 12.62.900 AS 44.28.030 AS 18.80.200 DOC P&P 202.01 AS 33.05.010 FBI CIIS Security Policy. AS 33.16.180 State Of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq.		

POLICY:

It is the policy of the Department of Corrections (DOC) that in the daily performance of their duties, employees will demonstrate honesty, integrity, and respect for the worth and individuality of all persons. Department employees shall also demonstrate a strong commitment to professional and ethical correctional service.

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

As used in this policy, the following definitions shall apply:

Business Relationships:

A relationship between individuals or companies entered in to for commercial purposes and usually some kind of financial gain. Such relationships are sometimes formalized with legal contracts or agreements.

Conflict Of Interest:

A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and a competing professional or public interest.

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Egregious Misconduct:

Misconduct that is extraordinary in some bad way, and includes but is not limited to, the definition of egregious misconduct found in applicable collective bargaining agreement.

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

The formal or systematic examination or research of an event or person based on the study of factual information. There are various types of investigations including:

- **Official Investigations:**
Investigations that are conducted with the intent of being formally recorded. Such investigations usually follow a set format and would have an outcome that is documented in some official manner.
- **Internal Investigations:**
Investigations undertaken by the Department of Corrections and kept within the Department. Such investigations may not involve outside agencies and the outcome of the investigations would typically not be released outside of the Department.
- **Administrative Investigations:**
Investigations based on the possibility that the event or conduct of the person in question may have involved some form of misadministration (such as the breach of a policy), with the aim of corrective action or discipline when warranted.
- **Criminal Investigations:**
Investigations to determine whether the event or conduct of the person in question may have been criminal in nature.

Medical Information:

Any written, verbal or electronic information about a person's health status (past or present) or the provision of health care.

Professional Conduct:

Behavior befitting a person employed in a position of public trust.

Unethical Behavior:

Behavior that falls outside of what is considered morally right or proper for a person, profession or an industry, including behavior which conflicts with the Alaska Executive Branch Ethics Act (AS 39.52) or the Department's Code of Ethical and Professional Conduct (DOC P&P 202.01).

PROCEDURES:

The following rules and standards express in general terms the conduct expected of DOC employees. Violations

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of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal. The following list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each DOC office or institution has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

I. General Provisions:

- A. Employees shall comply with and obey all federal, state and municipal laws.
- B. Employees shall comply with and obey all DOC regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
- C. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to obey any directive that would require them to commit or abet an unlawful act.
- D. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
- E. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood or age.
- F. The DOC complies with the State's Equal Employment Opportunity (EEO) Act (AS 39.28) that prohibit retaliation against an employee in any aspect of employment including promotion, job assignment, or any other terms or conditions of employment because that employee filed a charge of discrimination, complained about illegal discrimination, or because they participated in an employment discrimination proceeding such as an investigation.
- G. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane or abusive language or gestures.
- H. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
- I. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and public confidence in the DOC.
- J. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their

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personal gain. Use of state equipment and resources must not violate the State's Executive Branch Ethics Act (AS 39.52). Loss, misuse, misplacement, theft or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or DOC property for their own use.

- K. Employees shall report fit for their duty assignment, punctually at the time and place directed. Employees are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
- L. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non-job related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non-work related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the institution / office. This list is not all inclusive, and there are other activities that are non-job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
- M. Employees shall not knowingly falsify any document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
- N. Employees shall not interfere with any action or investigation assigned to another employee or interfere with DOC operations.
- O. Any level of intoxication or the use or possession of any kind of alcoholic beverage, legal intoxicant or illegal or non-prescribed controlled substance, or drug paraphernalia on the job or on DOC property is prohibited. Employees on duty are not to smell of or to be under the influence of alcohol or marijuana. Employees smelling of or appearing to be under the influence of alcohol or marijuana may be requested to be the subject of an alcohol / drug test. Nor may employees report for duty under the influence of any over-the-counter or prescription controlled substance if that substance adversely impacts the employee's ability to perform their duties.

II. Conflicts Of Interest:

- A. Employees shall avoid situations that give rise to a financial or personal conflict of interest, and shall abide by the provisions of the Alaska Executive Branch Ethics Act (AS 39.52).
- B. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a DOC employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the DOC.
- C. Employees shall not accept private or special advantage from their official status as employees of the DOC. DOC credentials, uniforms, identification cards, or badges may not be used to coerce, intimidate,

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or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.

- D. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions. This restriction shall not apply to employees involved in legitimate military service, such as the AK State Defense Force or Army National Guard.
- E. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by offenders, volunteers, staff or members of the public.

III. Relationships Between Supervisors And Subordinates And Relationships Between Peers:

- A. Dating, romantic, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or institution manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
- B. Dating, romantic, sexual relations, or engaging in joint business relationships between employees and a supervisor in their chain-of-command at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate Division Director and duty reassignments may be made to comply with this policy.
- C. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for co-workers.
- D. Supervisors shall not give, accept or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with State funds.
- E. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive or obscene language toward a supervisor.
- F. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of State business. Employees shall avoid participation in situations that may create undue favoritism.

IV. Relationships With Offenders And Family Members Of Offenders:

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- A. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the Department's use of force policy.
- B. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
- C. Except as set out in D. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders that are under the supervision of the DOC, or a member of the offender's immediate family. This prohibition applies to any state or federal offender under the supervision of the DOC, whether the offender is actively detained or incarcerated at a DOC institution, or whether the offender is not incarcerated but is on probation, parole, or furlough supervised by the DOC. This includes, but is not limited to, telephone calls, letters, notes, social media communications or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business. Exceptions to this rule include pretrial defendants released on bail unless the defendant is under the supervision of a probation office and those employees who are actively involved in common pro-social activities with offenders such as work, school, treatment programs, sports leagues and supportive re-entry efforts.
- D. Employees shall not directly or indirectly give to, or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
- E. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender. Exceptions to this rule include pro-social, organized sports activities.
- F. During the performance of their duties or while acting as representatives of the DOC, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless:
 - 1. To do so is a requirement of his or her position; or
 - 2. The employee has received authorization from the institution or office manager.
- G. Regardless of where the employee works in the DOC, in cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the DOC, the employee shall notify their chain-of-command in writing immediately. The institution or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
- H. Employees shall not discuss their personal life or another employee's personal life with offenders.

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- I. Employees shall not bring into or carry out of any DOC institution any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or institution manager. The introduction of any items of contraband onto the grounds of any secure institution is prohibited.

V. Illegal or Unethical Behavior:

- A. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal or unethical conduct, on or off duty.
- B. DOC employees have an affirmative obligation to report immediately in writing to their office or institution manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on DOC premises.
- C. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's chain-of-command. The officer or institution manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
- D. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.

VI. Reports and Investigations:

- A. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
- B. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
- C. During the course of an official investigation an employee can be ordered to cooperate in an internal / administrative investigation and must truthfully answer questions that are specifically, directly and narrowly related to the employee's official conduct, to include providing a signed statement or affidavit if requested. Statements made pursuant to an order to cooperate in an internal / administrative investigation and evidence that is derived from the statements cannot be used against the employee in any criminal proceeding.

An employee will not be compelled in any criminal investigation to be a witness against themselves. Employees interviewed in conjunction with a criminal investigation will be afforded all rights under

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Miranda v. Arizona (1966) and the Fifth Amendment of the US Constitution.

VII. Medical Information:

- A. Employees are reminded that medical information that the DOC gathers and maintains is protected by federal and state laws and regulations, such as the Health Insurance Portability and Accountability Act (HIPAA).
- B. All medical information (including mental health and substance abuse information) is considered confidential and employees may not disseminate or release any medical information without first ensuring that:
 1. The release is authorized by law or the person whose information it is; and
 2. The person (or entity) requesting the information is authorized to receive it.
- C. Employees are expected to handle medical information in a way that preserves its confidentiality at all times. This means restricting access to stored medical information, not leaving medical information accessible when it is not being used and transmitting medical information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- D. Employees who come in to contact with medical information indirectly, such as officers escorting offenders to medical appointments or clerical staff working in clinics, are also expected to keep the information confidential. Any medical information that employees may see or hear as part of their normal duties should be handled appropriately and kept confidential.
- E. If an employee is witness to any misuse or mishandling of medical information they shall immediately report it to their supervisor. Reports of misuse or mishandling of medical information will be taken seriously and will be investigated. Employees found to have misused or mishandled medical information may face discipline.

VIII. Criminal Justice Information:

- A. Employees are reminded that criminal justice information that the DOC gathers and maintains (whether hand written or electronic) is protected by federal and state laws and regulations, such as the Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy and Alaska Statute 12.62.160.
- B. According to the FBI (CJIS Security Policy, Appendix A) and Alaska Statute (AS 12.62.900) criminal justice information may include:
 1. Biometric data;
 2. Identity history;
 3. Person data;
 4. Organization data;

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5. Property (when accompanied by any personally identifiable information) data;
6. Case / incident history data;
7. Non-conviction information;
8. Correctional treatment information; and
9. Information relating to a person to be located, whether or not that person is wanted in connection with the commission of a crime.

- C. The DOC makes use of several different repositories for criminal justice information including the Alaska Public Safety Information Network (APSIN) operated by the Department of Public Safety and the DOC's own Alaska Corrections Offender Management System (ACOMS). This policy shall apply to any additional criminal justice information systems that are either created or adopted in the future for DOC use.
- D. Access to these databases is restricted and employees shall only access information in these databases when a legitimate business need exists. No employee shall access these databases for personal use.
- E. DOC employees are also prohibited from altering or deleting any documentation or criminal justice information entered in to a criminal justice information system (such as the DOC offender management system) by another person, without first securing the approval of their Superintendent, Chief Probation Officer or equivalent supervisor or their designee. Before granting approval for an employee to alter or delete documentation or criminal justice information entered by another person, the supervisor or designee shall be satisfied that the alteration / deletion is legitimate and necessary for business needs.
- F. All criminal justice information is considered confidential and employees may not disseminate or release any criminal justice information without first ensuring that:
 1. The release is authorized by law or the person whose information it is; and
 2. The person (or entity) requesting the information is authorized to receive it.
- G. Employees are expected to handle criminal justice information in a way that preserves its confidentiality at all times. This means restricting access to stored criminal justice information, not leaving criminal justice information accessible when it is not being used and transmitting criminal justice information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- H. If an employee is witness to any misuse or mishandling of criminal justice information they shall immediately report it to their supervisor. Reports of misuse or mishandling of criminal justice information will be taken seriously and will be investigated. Employees found to have misused or mishandled criminal justice information may face discipline, as well as legal action.

IX. Public Statements and Disclosure of Information:

- A. All official statements for public release concerning the affairs of the DOC must be authorized by the Commissioner, a Deputy Commissioner, a Division Director, or designee.

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- B. In any public statement, employees will clearly distinguish between those that are positions of the DOC and those that are personal views. Employees are responsible for the accuracy of their statements.
- C. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the office or institution manager.
- D. Social Media:
1. When identifying yourself as a DOC employee on social media or if you have a position for which your DOC association is known to the general public, ensure your profile and related content is consistent with how you wish to present yourself as a professional employee, appropriate with the state and public trust associated with your position. DOC employees shall have no expectation of privacy when using social media tools.
 2. All posts or comments on social media that may be related, directly or indirectly, to your employment by the State of Alaska and the Department of Corrections shall be preceded by a disclaimer that clearly states that the opinions or views expressed are yours alone and do not represent the views of the DOC or your institution or office.
 3. Without written permission from the Commissioner, or designee, the use of any image or photograph of images that belong to the DOC is prohibited, including:
 - a. Department shoulder patch;
 - b. Department official logo;
 - c. Photographs or any graphic rendition of any DOC building, office, institution, or grounds; and
 - d. Any image of an offender (with or without permission).
 4. Without written permission from the Lieutenant Governor, the use of the state seal is prohibited.
 5. In a publicly accessible forum, employees shall not discuss any DOC related information that is not already considered public information. The discussion of sensitive, privileged or protected information is strictly prohibited. This rule applies even in circumstances where password or other privacy controls are implemented.
- E. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employees' job requirements.
- F. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.

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G. Former employees will be granted access only to DOC information available to other members of the public, and will have no greater standing than members of the public.

X. Clothing and Uniforms:

While on duty all employees will adhere to the DOC's policies on uniforms and appearance.

XI. Egregious Misconduct:

Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

A. All DOC employees are prohibited from:

1. Engaging in unlawful discrimination or harassment;
2. Engaging in dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's co-workers;
3. Theft of State time or resources;
4. Gross disobedience or insubordination;
5. Use, possession or being under the influence of alcohol or any illegal controlled substance on DOC's time or premises;
6. Engaging in physical assault or misconduct, abusive, or lewd behavior;
7. Abandonment of duties;
8. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the DOC's ability to carry out its mission;
9. Intentionally aiding or abetting on offender's escape or attempted escape;
10. Introducing contraband onto the grounds of a secure institution;
11. Using excessive force on an offender;

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12. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
13. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security; and
14. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.


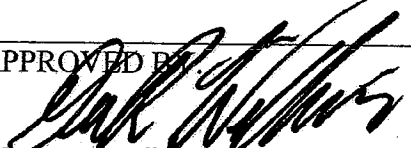
B. Egregious misconduct includes:

1. Conviction of any felony; and
2. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability or fitness to perform the employee's duties, or may adversely impact the DOC's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.

XII. Responsibilities:

- A. Division Directors shall ensure dissemination, posting, training, and enforcement of this policy.
- B. Office and institution managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of DOC institutions or offices, have read, understand, and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
- C. Failure on the part of any employee to implement this policy may constitute grounds for disciplinary action up to and including dismissal from public service.
- D. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
- E. All employees shall sign the *Standards Of Conduct Certificate Of Review And Compliance* (Attachment A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.
- F. Any variance from this policy must have prior written authorization from the Commissioner or their designee.

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<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Health And Rehabilitation Services		PAGE: Page 1 of 5
	CHAPTER: 807	NUMBER: 807.12	P&P TYPE: Public
	TITLE: <p align="center">Dental Scope Of Services</p>		
ATTACHMENTS / FORMS: (A.) Dental Care Record Form.	APPROVED BY:  Dean R. Williams, Commissioner		DATE: 06/27/18
AUTHORITY / REFERENCES: 22 AAC 05.005 AS 33.30.028 22 AAC 05.120-121 AS 44.28.030 22 AAC 05.155 DOC P&P 807.02 AS 33.05.010 DOC P&P 807.06 AS 33.16.180 DOC P&P 807.07 AS 33.30.011 DOC P&P 808.03 AS 33.30.021 DOC P&P 808.11 2014 NCCHC Standards For Health Services In Prisons, [P-E-02, P-E-06]. 2014 NCCHC Standards For Health Services In Jails, [J-E-02, J-E-06].			

POLICY:

- I. It is the policy of the Department of Corrections (DOC) to provide medically necessary dental care, including dental screenings and dental examinations. Prisoners may seek evaluation by a dental provider and shall receive services under the direction of a licensed dentist.
- II. It is the policy of the Department that services at institutions without a dental clinic shall be limited to dental emergencies only.
- III. It is the policy of the Department that to the degree that resources allow, care shall be timely and every effort shall be made to provide immediate services for emergent or painful conditions.
- IV. It is the policy of the Department that cosmetic and elective services shall not be provided.
- V. Consultation with a dental specialist in the community may be provided if the attending dentist determines a medical necessity for an outside evaluation and upon approval by the Medical Advisory Committee (MAC).
- VI. Treatment for dental problems that existed prior to the prisoner's incarceration must be considered in assessing and evaluating treatment options. The length of time remaining on the prisoner's sentence may also be considered. The attending dentist shall make a determination according to clinical judgment and dental classification.
- VII. The scheduling of prisoners for dental treatment shall be determined by the attending dentist in coordination with the institution's security staff. Prioritization of appointments shall be made by the attending dentist based on the Dental Classification System defined in Procedures section III below.

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APPLICATION:

This policy and procedure will apply to all Department employees, prisoners and offenders in Community Residential Centers (CRC).

DEFINITIONS:

As used in this policy, the following definitions shall apply:

Cosmetic Services:

Procedures, treatments or surgeries designed to improve or enhance a prisoner's appearance that are not reconstructive.

Dental Emergencies:

An urgent dental problem such as: oral-facial trauma; severe infection; swelling; and /or hemorrhaging.

Dental Examination:

This may include: the review of dental and medical histories; the charting of teeth; the examination of hard and soft tissues of the oral cavity; and, if indicated for diagnostic purposes, imaging.

Medical Advisory Committee (MAC):

- The MAC is comprised of health care personnel to include, at a minimum, the HCA, Chief Medical Officer, Chief Nursing Officer, Chief Mental Health Officer, Health Practitioner II(s), Medical Social Worker, and selected collaborating and consulting physicians.
- The MAC shall authorize all non-emergency hospitalizations and surgeries, specialty referrals, complex cases, special studies or treatments, and prisoner health care grievance appeals. (Per DOC P&P 808.03, Prisoner Grievances.)
- The MAC shall review Departmental decisions that deny a prisoner treatment recommended by a consulting physician. (Per DOC P&P 807.02, Access to Health Care Services.)
- The MAC shall review health care policies and procedures, clinical guidelines, medical operating procedures and protocols.

Medically Necessary Services:

Dental work required to provide for the maintenance of nutrition, treatment of a condition causing dental pain and / or the resolution of infection.

PROCEDURES:

I. Access To Care:

- A. Dental services shall be made available to prisoners in jails and prisons. Offenders in Community Residential Centers (CRC) shall only receive treatment for urgent or emergent dental needs.

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B. Prisoners may request dental care by completing a *Request For Interview Form* (808.11A) per DOC P&P 808.11, Communication Between Prisoners And Employees.

C. Prisoners on furlough status may purchase services provided at their own expense, per DOC P&P 807.02, Access To Health Care Services.

II. Screenings And Routine Exams:

A. As resources allow, an oral screening by the attending dentist or qualified health care professional shall be performed within 90 days of a prisoner's admission to a sentenced institution.

B. As resources allow, a dental examination shall be performed within 90 days of admission to a sentenced institution. Based on the examination, a treatment plan shall be established by a dentist. Results of the examination must be recorded on the *Dental Care Record Form* (Attachment A).

C. Dental examinations are not required on prisoners readmitted to a DOC institution within one (1) year of completion of a prior dental examination.

D. Instruction on oral hygiene and preventive oral education shall be provided at dental appointments.

E. Prisoners will be charged \$5 co-pay each for dental exams, dental treatment appointments and medications, per DOC P&P 807.07, Prisoner Responsibility For Health Care.

III. Dental Classification System For Prioritization Of Dental Services:

At the initial dental review, each prisoner shall be classified into one of three (3) treatment categories. Establishing priorities for dental care is not a replacement for professional dental judgment but is intended as a guide for providing dental care. The decision as to the category shall be made by the attending dentist and may be impacted by the length remaining on a prisoner's sentence.

A. Category One (1):

This category includes treatment that is emergent, requires immediate attention. This may include:

1. Acute infection;
2. Severe swelling due to dental disease;
3. Teeth obviously requiring extraction;
4. Suspected neoplasm;
5. Trauma;
6. Tooth mobility requiring extraction; and
7. Other severe dental conditions or complications from dental treatment.

B. Category Two (2):

This category includes treatment that is urgent, requires early treatment. This may include:

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1. Decay with extensive penetration into the dentin or near the pulp of a tooth;
2. Heavy calculus causing pathology;
3. Chronic infection; and
4. Palliative or root canal therapy.

C. Category Three (3):

This category includes treatment that is routine, treatment as available. This may include:

1. Incipient decay;
2. Third molar extractions secondary to chronic pain;
3. Oral prophylaxis and the prisoner is adherent to home care and oral-hygiene recommendations; and
4. Removable Appliances / Dentures.

IV. Removable Appliances / Dentures:

Full upper and / or lower dentures or partial dentures shall be provided if it is determined to be medically necessary and enough time remains on the prisoner's sentence to ensure fabrication and delivery of the appliance. Dentures are considered to be a Category Three (3) level of service.

- A. The attending dentist shall determine that dentures are necessary for the proper mastication of food, that chewing function can be improved and the alveolar bone is of sufficient quality and quantity to permit reasonable chance of success.
- B. The attending dentist shall consider the patient's overall health, weight change, body mass index, age and remaining dentition.
- C. Removable appliances (dentures) shall not be provided to prisoners without the approval of the MAC.
- D. Removable appliances (dentures) are subject to a co-pay of \$25 for each appliance. A full set of dentures is considered to be two (2) appliances.

V. Appliance Repair / Replacement:

Dentures shall be replaced no more than once every five (5) years. They shall only be remade if the attending dentist determines the existing appliance is unserviceable or non-repairable.

VI. Specialty Dental Consultation:

Specialty dental consultation, examination and / or treatment shall be provided, within the limitations of necessary dental services and available resources. Such consultation or treatment may be provided upon the recommendation of the attending dentist, when authorized by the MAC.

VII. Elective Dentistry:

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Cosmetic and elective dental work shall not be provided.

VIII. Records And Forms:

- A. The results of dental examinations and screenings shall be recorded on the *Dental Care Record Form* (Attachment A) and on the *Health Care Progress Notes* (807.06A) of DOC P&P 807.06, Health Care Record.
- B. Referral orders for specialty care shall be made using the *Prisoner Health Care Request* (807.02B) of DOC P&P 807.02, Access To Health Care Services.
- C. Dental forms and associated imaging, etc., shall be filed in the health care record in the order established by DOC P&P 807.06, Health Care Record.

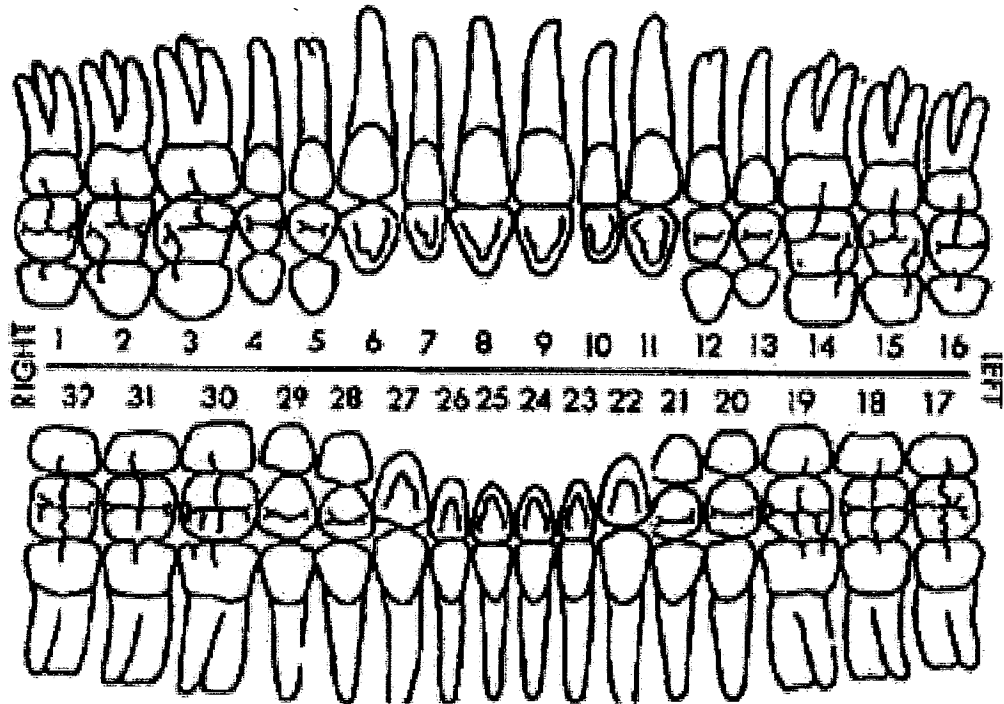
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STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

Dental Care Record:

Name: _____ Offender #: _____ D.O.B.: _____



Date:	Time:	Comments: