

# STATE OF ALASKA REQUEST FOR PROPOSALS



## SEX OFFENDER MANAGEMENT PROGRAM COMMUNITY SERVICES

RFP #200000021

ISSUED: SEPTEMBER 27, 2019

SEX OFFENDER COMMUNITY SERVICES AT FAIRBANKS, ALASKA

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ISSUED BY:

DEPARTMENT OF CORRECTIONS  
DIVISION OF HEALTH & REHABILITATION SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Corrections, Division of Health & Rehabilitation Services, is soliciting proposals for the provision of community-based sex offender management, treatment and telehealth services for individuals under the supervision of the Fairbanks office.

### **SEC. 1.02 BUDGET**

Budget funds have been identified for the initial period of performance. Approval for continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. Funds are limited, and negotiations may be necessary depending upon the cost of proposals submitted.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **10/21/19**. Faxed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

### **SEC. 1.04 QUALIFICATIONS AND PRIOR EXPERIENCE**

In order for a contractor to be considered responsive contractors must meet these minimum qualifications and prior experience requirements:

#### **(a) MINIMUM REQUIREMENTS:**

- (1) Master's degree or higher in social science.
- (2) Licenses – Must be licensed in the respective clinical field. The following Alaska Professional licenses are acceptable:
  - Psychiatrist
  - Psychologist
  - Psychological Associate
  - Social Worker
  - Marital and Family Therapist
  - Professional Counselor

A contractors' failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

Prior to contract award all individuals who provide direct treatment services within the Sex Offender Management Program (SOMP) must be approved by the department. Individuals who have been reviewed and approved are classified as "approved providers" for sex offender treatment services. See Alaska Administrative Code Title 22 Chapter 30. Sex Offender Treatment Providers.

If the highest ranked offeror is unable to be approved as an approved provider, then the department may rescind award and work with the next highest ranked offeror.

## **SEC. 1.05     REQUIRED REVIEW**

Contractors 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 contractor's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## **SEC. 1.06     QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: **APRIL AKERS**— PHONE **907-334-0851** - FAX **907-269-7345** - TDD **907-269-7340**

## **SEC. 1.07     RETURN INSTRUCTIONS**

Contractors must submit one hard copy of their proposal plus three (copies) 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 HEALTH & REHABILITATION SERVICES**  
**Attention: PROCUREMENT APRIL AKERS**  
**Request for Proposal (RFP) Number: 200000021**  
**RFP Title: SEX OFFENDER COMMUNITY SERVICES**  
**550 W. 7<sup>TH</sup> AVENUE, SUITE 1800**  
**ANCHORAGE, AK 99501**

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

(Name/Return Address)
<b>State of Alaska, Department of Corrections</b>
<b>Attention: April Akers, Procurement Officer</b>
<b>550 W. 7<sup>th</sup> Avenue, Suite 1800</b>
<b>Anchorage, AK 99501</b>
<b>RFP #, Sex Offender Community Services-FBX</b>

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

If submitting a faxed proposal, it is the contractor's responsibility to contact the issuing agency at **907-334-0851** to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

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 contractor's responsibility to contact the issuing agency at **(907) 334-0851** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

A contractor'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 contractor 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, contractors 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 contractor 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 STATEMENT**

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 contractor. The Commissioner's determination regarding any questions of conflict of interest shall be final.

**(e) LITIGATION AND INVESTIGATION HISTORY**

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

**(f) FEDERAL REQUIREMENTS**

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

**(g) OFFEROR INFORMATION AND ASSURANCE FORM**

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

**(h) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT**

Not used.

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Contractors 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 issued 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 **9/27/19**,
- Deadline for Receipt of Proposals **10/21/19**,
- Proposal Evaluation Committee complete evaluation by **10/28/19**,
- State of Alaska issues Notice of Intent to Award a Contract **10/31/19**,
- State of Alaska issues contract **11/12/19**,
- Contract start **11/15/19**.

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

## **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

No Pre-Proposal Conference Scheduled for the RFP.

## **SEC. 1.14 ALTERNATE PROPOSALS**

Contractors may only submit one proposal for evaluation.

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

## **SEC. 1.15 NEWS RELEASES**

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



## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The Alaska Department of Corrections (department) provides a variety of services to sex offenders that are focused on enhancing public safety. The department recognizes that optimum management of sex offenders occurs along a continuum of care, beginning with assessment after sentencing and including both institutional and community treatment. Comprehensive assessment of risk and needs is a critical element in managing and treating sex offenders.

It is essential that the department enhance specialized management and supervision of sex offenders. By including caseload caps for sex offender probation officers, sex offender-specific treatment and the use of polygraph examination, the department will be adhering to best practices in the field of sex offender management. A thorough assessment of sex offenders, including risk assessment, prior to release is a critical part of enhancing their management within communities in Alaska. However, the department may determine that assessment should occur sooner during the offender's period of incarceration.

The department will provide assessments prior to the offender's release. Regulation, supervision, and management of sex offenders in the community are inherently high-risk endeavors and it is critical that the maximum amount of information be available regarding these offenders prior to release.

Sex offenders are an extremely heterogeneous group. Treatment and management issues are specific to the individual offender. Comprehensive sex offender assessment can identify the particular indicators of a potential re-offense and the potential harm of a re-offense, providing a picture of the risk that each offender presents as well as a template for managing the offender. Sex offenders with lower risk may require less intense treatment and management. Comprehensive assessment is the cornerstone of the containment model. An accurately done and timely assessment will identify indicators of likely re-offense, the degree of harm they may be expected to cause, and the maladaptive ways that they may attempt to manipulate the system. It will also identify specific treatment and supervision targets as well as provide information relevant to polygraph assessment.

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The Department of Corrections is seeking the services of two contractors to provide community-based sex offender treatment, management and telehealth services in Fairbanks, Alaska. This intense treatment program can take from 18 to 24 months for participants to complete. The contract is projected to allow for services for up to 12 offenders. Based on estimated rates, it is anticipated that the current budget will cover about 43 hours/month or approximately 516 hours/year.

The successful contractors will be part of a multi-disciplinary team that has incorporated principles of the Containment Model, including polygraph assessment, into their treatment plans. A trained professional under a separate contract will provide polygraph assessments. The contractors will be expected to be an expert on sex offender treatment and make recommendations on sex offenders in the program regarding amenability to treatment, need for further treatment, and risk to reoffend once released into the community.

Treatment services are to be provided as specified in the department's Standards of Sex Offender Management (formerly Sex Offender Treatment Programs Standards of Care). These services may include intake/assessment, individual and family counseling, group counseling, high risk educational classes, denial groups, and program consultation services as needed or as required by statute(s) or the Department of Corrections. In addition to the basic assessment and treatment services specified in the Standards, the contract treatment providers will be expected to provide clinical expertise in consultations with the polygraph examiner and to incorporate knowledge gained through the polygraph into treatment.

Contractors must propose to provide services that meet the minimum requirements in this RFP. Services in excess of those established by the department (or in excess of those approved under the finalized contract) must be approved in writing and in advance by the Department.

Community sex offender treatment contracts currently provide services primarily to male offenders but may additionally include services to female offenders if needed. Gender numbers are not fixed but may vary throughout the term of the contract. If provided, services to female offenders must be provided separately from services to male offenders.

#### Program Participation:

Referrals will be made through the respective field probation office and the SOMP program manager in Anchorage.

Final Decision on Program Participation: The contractors will be required to accept all program participants referred to the programs for treatment services unless the decision not to allow participation is based on specific clinical justification. If the successful contractors refuse to treat a specific participant (or elect to have a specific participant removed from treatment), a program discharge report must be completed.

- All cases of program discharge and/or refusal to admit to treatment program will be reviewed and a decision rendered by the treatment team. If the treatment team determines that refusal/discharge is inappropriate, the contractor will be required to admit/readmit the participant into the treatment program. The contractor may appeal the decision of the treatment team by preparing a detailed justification and submitting the appeal to the SOMP project manager located at the department's Anchorage Central Office, or designee.

The community group size shall not exceed 12 offenders and shall not be less than 10. The minimum requirement is one group treatment shall be held once per week, with time periods of 90 minutes, one Individual treatment shall be held once per month, with time periods of at least 30 minutes. The contractors may put forward a proposal based on the allotted hours that goes beyond the minimums set by the department.

#### Reporting Requirements:

Reporting and coordination requirements for community program participants are delineated in the Standards of Sex Offender Management. The successful contractors will be required to provide reports on standardized forms (as available) provided by the department. The required reports include:

- (1) Intake Summaries – will be completed on all program participants within 120 days of admission into the treatment program.
- (2) Progress Summaries – will be completed on all active program participants on a monthly basis.
- (3) Discharge Summaries – will be completed on all program participants at the conclusion of treatment, upon termination from the program, or when a transfer occurs.
- (4) Monthly Attendance Reports – will be submitted to the supervising probation officer, or designee, for all program participants in the community component.
- (5) Contractors will provide all required data for offender follow-up and program evaluation on forms developed by Department.

#### Coordination Requirements:

- (1) Case review meetings will take place with appropriate probation office personnel a minimum of once per month.
- (2) Contract staff will promptly contact the appropriate Probation Officer whenever they perceive that a community program participant is at immediate risk of re-offense or has violated conditions of probation or parole (including no-shows).
- (3) The contractor will coordinate with the polygraph examiner to provide information required for polygraph assessment.
- (4) In addition to the above specified requirements, the successful contractor will ensure that a team approach is maintained with Department staff and contract agents who also provide program/rehabilitative services to program participants. At the department's request the contractor shall meet with department staff either at the project site or at the Anchorage Central Office. Meetings in Anchorage should be infrequent. The successful contractor will develop and maintain any other mechanisms necessary to share information relating to program participants with pertinent department staff and contract agents.

#### Statutory Requirements:

The contractors will be required to assist in the Department's compliance with provisions of AS 12.55.015(a) (10); AS 12.55.100(a) (5&6); and AS 33.30.011(6) as they apply to the provision of sex offender treatment services under the terms of this contract. Specifically, the successful Contractor will be required to:

- (1) Provide a written explanation to the probation officer, in the case of an individual who has been denied admittance to a court-ordered rehabilitation program by the treatment provider, even

though the individual meets the written eligibility criteria and has requested to enter the program;

- (2) Develop a written, individualized treatment plan for each offender who participates in the program or treatment;
- (3) Provide an on-going roster of the names of offenders currently participating in the program or treatment;
- (4) Provide a discharge summary to the offender's probation officer within thirty (30) days of the resident's discharge from the program or treatment. The discharge summary shall describe the status of the resident's discharge as one of the following:
  - Treatment complete
  - Administrative discharge (due to factors beyond the offender's control - such as end of sentence)
  - Transfer from the program (because of separate orders; physical incapacitation; etc.)
  - Non-compliance
- (5) Provide the offender with a non-compliance discharge notice (this will be on a standardized Department form) if the resident is discharged for non-compliance;
- (6) Ensure that copies of the treatment plan, discharge summary and non-compliance discharge notice are placed in the offender's case record.

#### Compliance with Standards:

The successful contractors will be required to adhere to contract conditions and program requirements cited in the Standards of Sex Offender Management (attached). Contractor compliance with any revisions to the Standards as currently presented will also be required.

### **SEC. 3.02 DELIVERABLES**

The contractors will be required to provide the following deliverables:

- A. Intake
- B. Group treatment
- C. Individual treatment
- D. Family treatment/ safety net
- E. Education classes and discharge planning
- F. Consultation (program, polygraph, etc.)

### **SEC. 3.03 STATE APPROVED CURRICULUM**

Contractors agree to use the Department of Corrections' designated sex offender curriculum. All treatment materials and curriculum must be approved by the program manager or designee prior to being implemented into services.

### **SEC. 3.04 LOCATION OF WORK**

The location the work is to be performed, completed, and managed are at the below locations. The department may add or delete locations at the department's discretion.

- Fairbanks Community
- Telehealth

The state will not provide workspace for the contractor. The contractor must provide their own workspace.

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

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

### **SEC. 3.05 MULTIPLE AWARDS**

Up to two contract awards may be issued as a result of this request for proposal. Up to the two highest ranked responsive and responsible contractors will receive a contract award. The resulting contractors will draw from a shared funding pool that will not be allocated to one contractor. The department is seeking to maintain sufficient contract sources to draw from in order to meet continuing needs.

Once contracts are awarded referrals for services generated by the department will be rotated as much as feasible among the contractors interested and available to fill those referrals. When selecting a contractor, the department may consider price, service and current workload. The department will not guarantee a minimum amount of work to a contractor.

### **SEC. 3.06 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately 11/15/19 through 6/30/20 with optional renewal periods to be exercised at the sole discretion of the State up to 6/30/23. Approval or continuation of a contract resulting from this RFP is contingent upon the legislative appropriation of funds.

- Initial Period: 11/15/19-6/30/20
- Renewal: 7/1/20-6/30/21
- Renewal: 7/1/21-6/30/22
- Renewal: 7/1/22-6/30/23

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. 3.07 CONTRACT TYPE**

This contract is a fixed price contract.

### **SEC. 3.08 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. 3.09 TRAVEL**

The contractor shall ensure any travel conducted under the resulting contract will be in accordance with the Alaska Administrative Manual, Section 60 Travel <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

Travel frequency, Alaska location and duration are dependent upon the needs of the department.

No travel is expected under the contract. Travel to and from the location of business shall not be reimbursed.

### **SEC. 3.10 ASSOCIATION FOR THE TREATMENT OF SEXUAL ABUSERS (ATSA) CONFERENCE**

It is highly encouraged and recommended that all SOMP contractors attend the annual Association for the Treatment of Sexual Abusers (ATSA) conference. For all SOMP contractors who are willing to utilize this valuable resource, the department will repay actuals for the cost of the conference for up to a maximum of \$1,200.00. Contractors who have less than 6 months left on their contract term will not be reimbursed unless approved by the project manager.

All contractors interested in attending the conference must give as much notice as possible and contact the project manager within 60 days prior to the start of the conference. Contractor will be required to take all recommended classes as prescribed by the department in order to be reimbursed. The department will inform the contractor which classes are required in advance of the conference. Required classes may be adjusted based on the contractor's approved SOMP level.

All contractors who attend the ATSA conference will be required to provide proof of attending the required classes. Copies of certificate of completion for each required class would be sufficient proof of attendance. Cancellation of any required ATSA classes prior to or during the conference will be considered as long as it can be verified by the ATSA. In order to be reimbursed the following is required to be submitted with your billings, but not limited to:

- Proof of Registration – maybe required prior to the conference
- Copies of Certificates of Completion for each required class
- Flights – *provide all receipt/s*
- Transportation – *provide all receipt/s*
- Accommodations– *provide all receipt/s*

Contractor will be required to make all arrangements for the annual conference and will pay all costs out of pocket up front. The State will not pre-pay any costs. Travel costs related to the ATSA conference will be paid in accordance to AAM 60. Per Sec. 3.08 TRAVEL. The state reserves the right not to reimburse any or part of the costs if the contractor fails to meet all requirements, and the provider will be responsible for all costs incurred.

### **SEC. 3.11 RISK, NEEDS, AND RESPONSIVITY MODEL**

Providers must adhere to the Risk, Needs and Responsivity (RNR) model when providing sex offender treatment. Each provider shall base the dosage of treatment on the offender's risk to reoffend using the STATIC or stable risk assessment tool. The time spent in treatment and the frequency of treatment should be higher for high risk offenders and taper down for lower risk offenders. Additionally, each provider should have a low risk/aftercare sex offender treatment track to allow them to be treated separately from higher risk offenders for a shorter duration.

Community sex offender treatment contracts currently provide services primarily to male offenders but may additionally include services to female offenders if needed. Gender numbers are not fixed but may vary throughout the term of the contract. If provided, services to female offenders must be provided separately from services to male offenders.

### **SEC. 3.12 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. 3.13 SUBCONTRACTORS**

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

Subcontractor experience shall be considered in determining whether the contractor meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

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

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

### **SEC. 3.14 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.15 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. 3.16 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. 3.17 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. 3.18 NON-EXCLUSIVE CONTRACT**

The department reserves the right to seek services from other vendors if the successful contractor(s) is unable to provide services.

### **SEC. 3.19 CONTRACT CHANGES - AMENDMENTS**

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

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



The department may increase or decrease the provision of these services. The department anticipates the sex offender services will initially be needed at the level described in this RFP. An increase or decrease to services may occur during the contract period depending on changes to the number of offenders requiring treatment and/or upon available funding.

The quantities on Table A. of the cost proposal are the department's best estimate of services needed. Table B. of the cost proposal represent the departments anticipated growth in the need for community service treatment over the contract period.

### **SEC. 3.20 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. 3.21 INSURANCE REQUIREMENTS**

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

The successful contractor must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. A contractor'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.

Contractors 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 contractor's proposal.

### **SEC. 3.22 TERMINATION FOR DEFAULT**

If the project director determines that the contractor is no longer in compliance with the SOMP Standards or 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. ATTACHEMENTS**.

## **SECTION 4. PROPOSAL FORMAT AND CONTENT**

### **SEC. 4.01 INTRODUCTION**

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, contractors must follow the format set out in this RFP and provide all information requested. Proposals must include the complete name and address of contractor'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 contractor 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. A contractor'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.

The proposal should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively, and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

- 1) Table of Contents
- 2) Introduction
  - Offeror Information and Assurance Form
  - Licensing Requirements
  - Conflict of Interest Statement
- 3) Technical Proposal
  - Understanding of the Project
  - Management Plan for the Project
  - Experience and Qualifications
  - Budget narrative – must be sealed separately
- 4) Cost Proposal – must be sealed separately sealed
- 5) Alaska Preferences Certifications – if applicable

### **SEC. 4.02 UNDERSTANDING OF THE PROJECT**

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

### **SEC. 4.03 MANAGEMENT PLAN FOR THE PROJECT**

Contractors 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.

Contractors must provide a short time management plan as to when they'll conduct their work. This plan is to detail the following:

- a. Which days of the week work will be performed?
- b. What hours the contractor proposes to work.
- c. How much time will be spent during each group session and individual session.
- d. Contractor's must propose how they would adequately service multiple contracts if the offeror holds other contracts with State, Federal or local governments.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS**

Contractors 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.

Contractors 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.

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

Any proposed subcontractors must provide documentation of training pertinent to the portion of the work that they will perform. Documentation may be included in resumes/curriculum vitae or may be provided through a supplemental document.

#### **SEC. 4.05 BUDGET NARRATIVE**

List of all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses (insurance), payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, travel to and from the place of business, and profit.

#### **SEC. 4.06 COST PROPOSAL**

Cost proposals must be submitted on the attached cost proposal form in order to be found responsive. Contractors shall not make changes to the form. Rates shall include all direct and indirect costs to include but not limited to insurance, profit, overhead, etc.

#### **SEC. 4.07     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 (10%)**

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

- 1) How well has the contractor demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the contractor identified pertinent issues and potential problems related to the project?
- 3) To what degree has the contractor demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the contractor demonstrated an understanding of the state's time schedule and can meet it?

### **SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (20%)**

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

- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the contractor already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the contractor can meet the schedule set out in the RFP?
- 7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the contractor identified potential problems?
- 10) If the contractor currently holds contracts with State, Federal or local governments has the contractor provided a plan detailing how they will adequately service multiple contracts? Is their plan to service multiple contracts reasonable?

### **SEC. 5.03 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 and subcontractor (if used):**

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

**SEC. 5.04 BUDGET NARRATIVE (5%)**

- a) How appropriate are the costs to accomplish the services in the RFP?
- b) How comprehensive is the budget narrative?
- c) Does it include the items requested by the department?
- d) Has the contractor demonstrated effective use of in state subcontractors to reduce cost?

**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 a contractor qualifies for the Alaska Bidder Preference, the contractor 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, a contractor 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, a contractor must hold a valid Alaska business license prior to the deadline for receipt of proposals. Contractors 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 contractor 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 contractor 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 contractor 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 contractors 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 contractor's capacity to perform the contract. A contractor 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 a contractor 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 contractors 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 contractors 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 contractors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

Contractors 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 contractor 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 contractor 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 contractor of the next highest-ranked proposal. If contract

negotiations are commenced, they may be held in the conference room on the 18<sup>th</sup> floor of the Robert Atwood Building in Anchorage, Alaska.

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

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected contractor

- 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 contractor and the state, after a good faith effort, simply cannot come to terms,

The state may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked contractor.

## **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 a contractor 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 an 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 an 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 members or partners are residents of the state.

## **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

### **Alaska Veteran Preference Statement**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

## SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

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

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

## STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

## STEP 4

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

## **SECTION 7. GENERAL LEGAL INFORMATION**

### **SEC. 7.01 STANDARD CONTRACT PROVISIONS**

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

### **SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT**

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

### **SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS**

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

### **SEC. 7.04 HUMAN TRAFFICKING**

By signature on their proposal, the contractor certifies that the contractor 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 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 the material and substantial terms, conditions, and performance requirements of the RFP.

Contractors may not qualify the proposal nor restrict the rights of the state. If a contractor does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

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

- are trivial, negligible, or immaterial in nature;
  - do not reflect a material change in the work; or
  - do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

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

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

## **SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

## **SEC. 7.08 ASSIGNMENT**

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

## **SEC. 7.09 DISPUTES**

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

## **SEC. 7.10 SEVERABILITY**

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



### **SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

### **SEC. 7.12 CONTRACT INVALIDATION**

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

### **SEC. 7.13 SOLICITATION ADVERTISING**

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

## **SECTION 8. ATTACHMENTS**

### **SEC. 8.01 ATTACHMENTS**

#### **Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Offeror Information and Assurance Form
- 4) Certification of Entitlement for the AK bidder's preference
- 5) Code of ethical professional conduct
- 6) Standards of conduct review and compliance
- 7) PREA employment disclosure
- 8) Request for Clearance
- 9) Standard Agreement Form - Appendix A
- 10) Appendix B2
- 11) Notice of Intent to Award
- 12) Checklist
- 13) SOMP Standards

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

**EVALUATION CRITERIA AND SCORING**

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

**5.01 Technical Proposal—50 Percent**

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

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

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

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

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_

NOTES:

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

**MANAGEMENT PLAN FOR THE PROJECT (20%):**

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

NOTES:

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- b) How well is accountability completely and clearly defined?

NOTES:

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

NOTES:

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

NOTES:

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- e) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

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- g) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

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- h) To what degree is the proposal practical and feasible?

NOTES:

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- i) To what extent has the offeror identified potential problems?

NOTES:

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- j) If the offeror currently hold current contracts with State, Federal governments has the offeror provided a plan detailing how they will adequately service multiple contracts? Is their plan to service multiple contracts reasonable?

NOTES:

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**Evaluator's point total for Management of the Project: \_\_\_\_ out of 20 points**

**Experience and Qualifications (15%):**

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

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

NOTES:

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

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NOTES:

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

NOTES:

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- e) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

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- f) Has the firm provided letters of reference from previous clients?

NOTES:

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- g) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES:

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**Evaluator's point total for Experience and Qualifications: \_\_\_\_ out of 15 points**

**Budget Narrative (5%):**

- a) How appropriate are the costs to accomplish the services in the RFP?

NOTES:

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

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- c) Does it include the items requested by the department?

NOTES:

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- d) Has the offeror demonstrated effective use of in state subcontractors to reduce cost?

NOTES:

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

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

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

- **Contract Cost — 40 Percent**

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

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

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

**Converting Cost to Points**

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

- **Alaska Offeror Preference — 10 Percent**

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

**100 Points x 10 Percent = 10 Points**

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

**Attachment 2****COST PROPOSAL FORM  
RFP # 200000021**

*IMPORTANT NOTE: Offerors must use this form, or an equivalent format, to enter data that will be utilized to determine the proposed cost for provision of indicated services. Do not modify the quantities listed as they will also be used for evaluation purposes to convert the cost to points. The purpose is to submit costs in a manner DOC can evaluate and score, and then use to establish billing rates for the resulting contract. Quantities on this form are for 12 months. Any partial service periods will be pro-rated accordingly.*

SOTP, Community Services – Fairbanks				
Treatment Category	Hours Per Month	Total Hours/Year	Cost Per Hour	Total Cost Annually
<b>Direct Costs (salary/benefits/indirect):</b>				
Intake				
Group Treatment				
Individual Treatment				
Family Treatment / Safety Net				
Education Classes				
Consultation (program, polygraph, etc.)				
<b>Total direct &amp; indirect costs</b>	<b>43 hours</b>	<b>516 hours</b>	<b>\$</b>	

**Vendor Name / Submitted by:** \_\_\_\_\_  
signature date

**Print Name:** \_\_\_\_\_



### OFFEROR INFORMATION AND ASSURANCE FORM

- A. Offeror's (Agency or Individual) Name: \_\_\_\_\_
- B. Offeror's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_
- C. Status: For Profit: \_\_\_\_\_ Non-Profit: \_\_\_\_\_ Other: \_\_\_\_\_
- D. Alaska Business License Number: \_\_\_\_\_
- E. Internal Revenue or Social Security Number: \_\_\_\_\_
- F. Professional Registration Number (if applicable): \_\_\_\_\_
- G. Recipient Contact Person: \_\_\_\_\_
- H. Authorized Representative: \_\_\_\_\_
- I. TERMS AND CONDITIONS: By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.
- J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.
- K. By signature of this page the offeror(s) certifies that it meets the Minimum Requirements per RFP section 2.08 Prior Experience.

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

\_\_\_\_\_  
Date (Month, Day and Year)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\* Proposals must be signed by an individual authorized to bind the offeror to its provisions, see section 1.08.

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

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a copy of an Alaska business license;
  - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
  - a canceled check for the Alaska business license fee;
  - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; *OR*
  - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
  - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a limited liability company\* (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership\* under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
  - (d) if a joint venture\*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
**Signature of Offeror or Offeror's Authorized Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

*\* See additional required information at RFP section 6.13 Alaska Bidder Preference*

**DEPARTMENT OF CORRECTIONS**  
**EMPLOYEES**  
**CODE OF ETHICAL PROFESSIONAL CONDUCT**

As an employee of the Department of Corrections, whether a Correctional, Probation, or Parole Officer, or in another capacity, my fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest. I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected by law, and will respect and protect the civil and legal rights of all inmates, probationers, and parolees.

I will respect the right of the public to be safeguarded from criminal activity, and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer, or parolee. I will maintain the integrity of private information, and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information. In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency. I will not use my official position to secure privileges or advantages for myself, and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity. I will not engage in undue familiarity with inmates, probationers, or parolees. I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of colleagues or other criminal justice agencies unless the underlying facts are verifiable. I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of service provided.

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I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of portions which I did not understand. I recognize that failure to abide by the Code may result in corrective, disciplinary, or other appropriate action, up to and including dismissal.

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Printed Name

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Signature

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Date

Standards of Conduct: Certificate of Review and Compliance

I have read Policy 202.15 Standards of Conduct (12/07) and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary, or other appropriate action.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## PREA Employment Disclosure

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Date

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

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

☐ Yes – Specify all

☐ No

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

☐ Verification complete

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

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

☐ Verification complete

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

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

☐ Verification complete

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

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

☐ Verification complete

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



## PREA Employment Disclosure

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

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

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

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

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

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

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

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

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

### Acknowledgment and Release

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Institutional Employment / Service Disclosure

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

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

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

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

<b>FACILITY:</b>	<b>CONTACT PERSON:</b>
------------------	------------------------

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

- ☐ Yes  
☐ No

Comments:

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

- ☐ Yes  
☐ No

Comments:

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

- ☐ Yes  
☐ No

Comments:



## Institutional Employment / Service Disclosure

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Date

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

☐ Yes

☐ No

Comments:

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





## Department of Corrections – Background Information

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

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

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

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

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

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

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security # : \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

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

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

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Use Only**

\* \* \* \* \*

APSIN/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

NCIC/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

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

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

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

#### Article 2. Inspections and Reports.

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

#### Article 3. Disputes.

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

#### Article 4. Equal Employment Opportunity.

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

#### Article 5. Termination.

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

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

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

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

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

#### Article 8. Independent Contractor.

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

#### Article 9. Payment of Taxes.

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

**Article 10. Ownership of Documents.**

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

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

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

**Article 12. Conflicting Provisions.**

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

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

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

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

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

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

### Article 1. Indemnification

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

### Article 2. Insurance

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

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

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

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

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

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

# NOTICE OF INTENT TO AWARD A CONTRACT



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

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP DEADLINE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

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

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

Offerors	Responsive	Total Score	Most Advantageous

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

## SUMMARY

### RFP Checklist

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

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

Section	Description	✓
1.03	Sealed original proposal plus three copies submitted by RFP due date and time	
1.08 (a)	Authorized Signature	
1.08 (d)	Conflict of Interest statement	
1.08 (e)	Litigation and Investigation History	
1.08 (g)	Offeror Information & Assurance Form – signed & notarized	
4.01	Proposal meets and includes items in Proposal Format and Content	
4.02	Understanding of the Project	
4.03	Management plan for the project	
4.04	Experience and Qualifications	
4.05	Budget Narrative (sealed separately)	
4.06	Cost Proposal Form (sealed separately)	
6.14	Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	