

# STATE OF ALASKA REQUEST FOR PROPOSALS



RESTORATIVE JUSTICE SERVICES

SOMP-BETHEL

RFP 200000022

ISSUED 10/01/19

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ISSUED BY:

DEPARTMENT OF CORRECTIONS  
DIVISION OF HEALTH AND REHABILITATION  
SERVICES

PRIMARY CONTACT:

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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## INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services (department), is soliciting proposals for a contractor to provide restorative justice services to department parolees in the Bethel, Alaska community.

### SEC. 1.02 BUDGET

Department of Corrections, Division of Health and Rehabilitation Services, hasn't identified a specific budget for this project. Continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on October 22, 2019. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

### SEC. 1.04 PRIOR EXPERIENCE

In order for a contractor to be considered responsive the contractor's service provider must have experience working with offenders on probation or parole in the following approved capacities. Contractor's must clearly indicate that they possess this prior experience requirement.

- Attorney
- Counseling in either the sex offending or substance abuse fields
- Correctional Ministries
- Correctional Officer
- Law Enforcement Officer
- Probation/Parole Officer

A contractor's failure to meet this minimum prior experience requirement may cause their proposal to be considered non-responsive and their proposal rejected.

### 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) 269-7344

## SEC. 1.07 RETURN INSTRUCTIONS

Contractors must submit four hard 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 Administrative Services  
Attention: April Akers  
Request for Proposal (RFP) Number: 200000022  
RFP Title: Restorative Justice Services-SOMP- Bethel  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, AK 99501

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

Department of Corrections  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, AK 99501

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

Department of Corrections  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, AK 99501

If submitting a faxed proposal, it is the contractor's responsibility to contact the issuing agency at (907) 269-7349 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](mailto: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 offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

### (b) OFFEROR'S CERTIFICATION

By signature on the proposal, 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

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

### (e) FEDERAL REQUIREMENTS

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

**(f) BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Section 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 mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

**SEC. 1.12 RFP SCHEDULE**

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

- Issue RFP 10/1/19,
- Deadline for Receipt of Proposals 10/22/19,
- Proposal Evaluation Committee complete evaluation by 10/28/19,
- State of Alaska issues Notice of Intent to Award a Contract 11/11/19,
- State of Alaska issues contract 12/01/19,
- Contract start 12/2/19.

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**

Section not used unless requested by an offeror.

## **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 INVESTIGATION AND LITIGATION**

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

## **SEC. 1.16 NEWS RELEASES**

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



## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

In 2009, the Department of Corrections, working with Geo Inc. entered into an agreement whereupon 24 beds at the Tundra Center CRC would be devoted to a new therapeutic residential sex offender treatment program. This program has been successful in offering high risk men convicted of a sexual offense from the Bethel area 18 -24 months of sex offender specific treatment. Part of this program is giving the men an opportunity to perform restorative justice activities such as providing subsistence native foods to elders and the abused women's shelter. These activities have been shown to benefit both the community and providing the men an opportunity to begin making amends for their crimes. Additionally, treatment concepts are discussed and reinforced with the men while conducting these activities. The contractor will supervise and organize these activities.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health and Rehabilitation Services (department), is soliciting proposals for a contractor to provide restorative justice services to department probationers/parolees (offender) in the Bethel, Alaska community. The goal of this project is to reintegrate sex offenders on department supervision back into their community by providing culturally related tasks to community members and organizations.

Offeror's must provide a restorative justice management plan that incorporates the following tasks as well as any important details. The management plan should act as a guide as to how the contractor would run the program. Upon contract award the contractor shall work collaboratively with the department's project manager. Any changes to the program shall be discussed and routed through the project manager prior to making changes, such as program activities.

The department's treatment provider will determine offenders most appropriate for the restorative justice program and refer them to the Bethel probation officer and the contractor. The treatment provider, probation officer and the contractor shall meet prior to the contractor contacting the offender. See Task 3 Department Meetings.

#### Task 1 – Restorative Justice Program

The contractor shall provide the offender with a brief program orientation to include topics such as; program intent, participant boundaries, expected conduct, schedule and program length. Offender's will participate in the program as long as they're in sex offender treatment, approximately 18-24 months. The contractor will work with participants on an individual and group basis. The contractor shall coordinate, organize and supervise year-round outdoor Yup'ik culture activities with program participants to include but not limited to;

- providing firewood to elders,
- building fish wheels/traps,
- building sleds,
- providing subsistence food (within federal, state and local laws) such as locally caught fish to the women's shelter, Tundra Women's Coalition and the Bethel Senior Center,
- working with local non-profit dog mushing organizations to care for the animals,
- and other prosocial activities that allows the men to begin the process of restoring the community.

The contractor must receive prior approval by the project manager prior to incorporating new activities. The contractor is responsible for providing all tools, equipment and supplies. Offenders shall not be an operator or passenger in all-terrain vehicles, boats or aircraft during the performance of this contract without the preapproval of the project manager. Offenders are responsible for their own transportation.

The contractor shall reinforce department approved substance abuse and sex offender treatment concepts and address any high-risk behaviors or thinking while in the community. The contractor will facilitate group discussions during restorative justice activities centered on cognitive behavioral concepts regarding sex offending and substance abuse. The contractor must stay current with the latest research and treatment for substance abuse.

#### Task 2 – Community Outreach

The contractor is responsible for community outreach such as identifying and meeting with key community stakeholders and fostering positive relationships regarding the program. The program shall be run in a positive manner so that it's a benefit to the community and the department's mission.

### Task 3 – Department Meetings

Upon contract award the contractor shall meet with the project manager to discuss the program and go over any project details. The contractor shall attend the treatment groups at least once a month to keep current on the offender's progress and needs. The contractor shall provide progress reports either in writing or in person to the Bethel Sex Offender Treatment Program once a month. The contractor shall attend quarterly Advisory Board meetings in Bethel and provide an oral update on what activities that men have completed and any future plans. The contractor will also be requested to meet with the project manager or individual probation officers on an as needed basis. The contractor shall remain flexible with the needs of the department.

## SEC. 3.02 SECURITY

The contractor must pass a department provided background check. The contractor must immediately inform the offender's probation officer if the contractor witnesses or suspects the offender of violating their probation terms. The contractor shall not accept any gifts or items from an offender or their family even for temporary safekeeping. Offenders may not accept payment or gifts from the contractor or the community while working in the program. The contractor may not involve participants in any activities in which the contractor benefits personally. If the contractor is named or is involved in a police report or investigation, the contractor must immediately inform the project director.

## SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 1, 2019, through June 30, 2020 with 3 – 1-year renewal option ending on June 30, 2023. Renew options are to be exercised solely by the department. Continuation of the contract is contingent upon the legislative appropriation of funds and/or the department needs.

The department requires one service provider to ensure a consistent approach to the RFP requirements. The department anticipates the contractor providing services up to 60 hours per month for 720 hours annually. The contractor shall not exceed those hours and the department is not liable for overages. The contractor may provide services at any time as long as offenders are able to participate in the program. Partial years shall be prorated. The department doesn't guarantee a minimum or maximum amount to be paid to the contractor. The department reserves the right to increase or decrease contract hours.

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. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

## SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director. The contractor shall bill the department on a monthly basis with an itemized bill of dates, times, and activities

he/she has worked with the program men. Only work conducted under Task 2 is billable to the department. The contractor's proposed rate must include all direct and indirect costs.

### **SEC. 3.06 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### **SEC. 3.07 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed is in the Bethel, Alaska community. The state will not provide workspace for the contractor. The contractor must provide its own workspace. Travel is the contractor's responsibility and shall be included in the contractor's proposed rate.

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.

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

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

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

### **SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS**

Section not used.

### **SEC. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 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. 3.12 F.O.B. POINT**

Section not used.

### **SEC. 3.13 CODE OF ETHICS**

The contractor will assure that all individuals providing services under the terms of this contract receive and read department Policies and Procedures 202.01, Code of Ethics and 202.15, Standards of Conduct. Contract employees are expected to work under the same standards as those applying to State employees. The contractor must review, and sign attached forms 202.01a and 202.15a.

### **SEC. 3.14 CONTRACT PERSONNEL**

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

### **SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.16 LIQUIDATED DAMAGES**

Section not used.

### **SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

### SEC. 3.19 INSURANCE REQUIREMENTS

The successful 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 B1, 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 B1 must be set out in the contractor's proposal.

## SEC. 3.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has violated a contract term, has become a security risk, 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. Exhibits.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

Proposals should be laid out in the following format;

- Cover page to include offeror's name, address and contact information
- Table of Contents
- Introduction and applicable attachments
- Investigation and Litigation statement per Section 1.15
- Understanding of Project and Management Plan
- Experience and Qualifications
- Cost Proposal (separately sealed)
- Budget Narrative (separately sealed)

### SEC. 4.02 INTRODUCTION

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.

### SEC. 4.03 TECHNICAL PROPOSAL

#### A. Project Understanding and Management Plan

Contractors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project to include the scope of work tasks. Contractor's must submit a restorative justice management plan with their proposal which will act a guide as to how the program would be run if the offeror is awarded the contract.

#### B. Experience and Qualifications

Contractors must provide a narrative description of their business and must include an organizational chart if applicable.

- title,
- resume,
- experience as it pertains to this project,



#### **SEC. 4.04 COST PROPOSAL**

Contractor's shall use the attached cost proposal to submit their proposed rate. Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, travel, equipment and materials, payroll, supplies, overhead assigned to each person working on the project, and profit.

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

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

List of all direct and indirect costs associated with the contract. Direct cost covers the individual's time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance, supplies, overhead, travel, etc. Budget narratives must be separately sealed in a clearly marked envelope or a pdf attachment.

#### **SEC. 4.06 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 Contract Selection. Contractors are encouraged to review the evaluation criteria when developing their proposal.

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 contractor.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 TECHNICAL PROPOSAL (50%)

#### A. Project Understanding and Management Plan – (30%)

**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) Has the contractor provided their restorative justice program management plan?
- 3) How well does the contractor's restorative justice management plan incorporate and include department requirements as specified in the scope of work?
- 4) How familiar is the contractor with the Yukon Kuskokwim Delta area as it pertains to this project?
- 5) How familiar is the contractor with Yup'ik culture and activities?
- 6) Has the contractor identified other Yup'ik cultural activities that may be incorporated into the program that aren't already identified?
- 7) Does the contractor have experience building fish wheels and sleds? If so, how extensive is the contractor's experience?
- 8) How well does the contractor explain their understanding of restorative justice and how that concept can be locally applied?
- 9) How much experience does the contractor have with working with this offender population?
- 10) How extensive is the contractor's understanding of substance abuse and sex offender treatment concepts? Are the concepts recent and evidence based?
- 11) Has the contractor detailed what substance abuse and sex offender treatment concepts they'll discuss with offenders?
- 12) Does the contractor have an understanding of what may constitute as a high-risk behavior?
- 13) Has the contractor provided an explanation as to how they might point out a high-risk behavior to an offender and discuss behavior avoidance?
- 14) Has the contractor discussed the importance of attending department meetings and maintaining a close and collaborative relationship with the department?
- 15) Does the contractor explain their understanding and agreement with Section 3.02 Security?
- 16) How well has the contractor identified pertinent issues and potential problems related to the project?
- 17) Has the contractor demonstrated an understanding of the state's time schedule and can meet it?

#### B. Experience and Qualifications – (20%)

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

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 4) Does the contractor have prior working experience with corrections or criminal justice agencies?
- 5) Does the contractor have experience working in the substance abuse or sex offender fields?

## **SEC. 5.02 CONTRACT COST (40%)**

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

### **Converting Cost to Points**

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

## **SEC. 5.03 ALASKA OFFEROR PREFERENCE (10%)**

If 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 contractor.

## 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 offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the 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

Section not used.

### 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 contractor.

## **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 suite 1800 conference room on the 18<sup>th</sup> floor of the Atwood Building (550 W 7<sup>th</sup> Ave) 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 contractors. The NIA will set out the names of all contractors 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 contractor 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 contractors 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. Contractors must attach a copy of their certification letter to the proposal. **A contractor'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 a contractor 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 contractor's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the contractor, or an employee of the contractor, 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 contractor is eligible to receive the Alaska Bidder Preference.

If the contractor 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 contractor is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

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

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to a contractor 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 contractor 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 contractor will receive 10 percent of the total available points added to their overall evaluation score as a preference.

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

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

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



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

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

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

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

#### STEP 2

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

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

#### STEP 3

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

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

**STEP 4**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

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

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

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 counter-offer and the proposal may be rejected.

Minor informalities that:

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

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

may be waived by the procurement officer.

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

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

## SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

## SEC. 7.08 ASSIGNMENT

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

## SEC. 7.09 DISPUTES

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

## SEC. 7.10 SEVERABILITY

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

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

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

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

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

## **SEC. 7.12 CONTRACT INVALIDATION**

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

## **SEC. 7.13 SOLICITATION ADVERTISING**

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

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form (not for offeror completion)
- 2) Cost Proposal Form
- 3) Offeror Information and Assurance Form
- 4) Certification of Entitlement to the AK Bidder Preference
- 5) Request for Clearance Form
- 6) Standard Agreement Form - Appendix A (not for offeror completion)
- 7) Appendix B1
- 8) Notice of Intent to Award (not for offeror completion)
- 9) Code of ethical professional conduct
- 10) Standards of conduct review and compliance
- 11) Checklist

## ATTACHMENT 1: 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: 200000022

### EVALUATION CRITERIA AND SCORING - STATE USE ONLY

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

#### 5.01 Technical Proposal – 50 Percent

##### A. Understanding of the Project - 30 Percent

**Maximum Point Value for this Section - 30 Points**

**100 Points x 30 Percent = 30 Points**

**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?

Notes:

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- 2) Has the contractor provided their restorative justice program management plan?

Notes:

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- 3) How well does the contractor's restorative justice management plan incorporate and include department requirements as specified in the scope of work?

Notes:

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- 4) How familiar is the contractor with the Yukon Kuskokwim Delta area as it pertains to this project?

Notes:

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- 5) How familiar is the contractor with Yup'ik culture and activities?

Notes:

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- 6) Has the contractor identified other Yup'ik cultural activities that may be incorporated into the program that aren't already identified?

Notes:

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- 7) Does the contractor have experience building fish wheels and sleds? If so, how extensive is the contractor's experience?

Notes:

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- 8) How well does the contractor explain their understanding of restorative justice and how that concept can be locally applied?

Notes:

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- 9) How much experience does the contractor have with working with this offender population?

Notes:

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- 10) How extensive is the contractor's understanding of substance abuse and sex offender treatment concepts? Are the concepts recent and evidence based?

Notes:

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- 11) Has the contractor detailed what substance abuse and sex offender treatment concepts they'll discuss with offenders?

Notes:

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- 12) Does the contractor have an understanding of what may constitute as a high-risk behavior?

Notes:

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- 13) Has the contractor provided an explanation as to how they might point out a high-risk behavior to an offender and discuss behavior avoidance?

Notes:

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- 14) Has the contractor discussed the importance of attending department meetings and maintaining a close and collaborative relationship with the department?

Notes:

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- 15) Does the contractor explain their understanding and agreement with Section 3.02 Security?

Notes:

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

Notes:

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- 17) Has the contractor demonstrated an understanding of the state's time schedule and can meet it?

Notes:

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**EVALUATOR'S POINT TOTAL FOR A.:** \_\_\_\_\_ **out of 30 points**

**B. Experience and Qualifications - 20 Percent**

**Maximum Point Value for this Section - 20 Points**

**100 Points x 20 Percent = 20 Points**

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

1. Do the individuals assigned to the project have experience on similar projects?

Notes:

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2. 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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3. How extensive is the applicable education and experience of the personnel designated to work on the project?

Notes:

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4. Does the contractor have prior working experience with corrections or criminal justice agencies?

Notes:

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5. Does the contractor have experience working in the substance abuse or sex offender fields?

Notes:

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EVALUATOR'S POINT TOTAL FOR B.: \_\_\_\_\_ out of 20 points

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: \_\_\_\_\_ out of 50 points

**\*\*\*For Procurement Officer Completion\*\*\***

#### **5.03 Contract Cost — 40%**

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

**100 Points x 40% = 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.

#### **5.06 Alaska Offeror Preference — 10 Percent**

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

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

If a contractor qualifies for the Alaska Bidder Preference, the contractor 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

Contractors must use this form to enter data that will be utilized to determine the proposed cost for provision of service. Contractors who do not complete and submit this form with their proposal will cause the State to find the contractor non-responsive and reject the proposal. Contractors shall not modify this form. All fields must be completed.

The purpose of this form is for offerors to submit costs in a manner the department 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. The quantities on this form are estimates only. The State doesn't guarantee a minimum or maximum amount to be paid to the contractor and may be adjusted depending on the needs of the State.

Please enter the costs in the spaces provided below. Costs may not exceed the tenth decimal place.

Item 1	Hourly Rate		Annual Hours		Total
Restorative Justice Services	\$_____.	X	720	=	\$_____.

Business Name: \_\_\_\_\_

Do not enter additional information on this form.

## ATTACHMENT 3: 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).

## ATTACHMENT 4: CERTIFICATION OF ENTITLEMENT TO THE AK 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 6.12 Alaska Bidder Preference*

## ATTACHMENT 5: REQUEST FOR CLEARANCE FORM

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: \_\_\_\_\_

## ATTACHMENT 6: STANDARD AGREEMENT FORM

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.</p> <p><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	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

## **APPENDIX A**

### **GENERAL PROVISIONS**

#### **Article 1. Definitions.**

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

#### **Article 2. Inspections and Reports.**

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

#### **Article 3. Disputes.**

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

#### **Article 4. Equal Employment Opportunity.**

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

#### **Article 5. Termination.**

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

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

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

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

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

#### **Article 8. Independent Contractor.**



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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

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

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

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

**Article 12. Conflicting Provisions.**

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

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

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

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

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

## ATTACHMENT 7: APPENDIX B1

### 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.

## ATTACHMENT 8: NOTICE OF INTENT TO AWARD

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**ITB NO.:**      **ITB OPENING DATE:**

**ITB 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 with the apparent low bidder(s) indicated. A bidder 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. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO /?	BIDDER

**LEGEND:**

@ -- AWARD TO BIDDER  
Y -- RESPONSIVE BID  
N -- NON-RESPONSIVE BID  
? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

### SUMMARY

**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.

---

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

---

Signature

---

Date

**STATE OF ALASKA**

**DEPARTMENT OF CORRECTIONS**

**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 \_\_\_\_\_

## ATTACHMENT 11: CHECKLIST

Contractors 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.

Contractors 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	✓
1.07	Sealed original proposal plus three copies received by RFP due date and time	
1.08	Offeror Information & Assurance Form – signed & notarized	
1.08	Conflict of Interest statement	
1.15	Litigation and Investigation statement	
4.01	Proposal meets and includes items in Proposal Format and Content	
4.02	Introduction	
4.03	Technical Proposal	
4.04	Cost Proposal Form	
4.05	Budget Narrative	
6.12	Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	